

**AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND SOUTHWEST GAS CORPORATION**

**THIS AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SOUTHWEST GAS CORPORATION** ("First Amendment") is made and entered into on this 3<sup>rd</sup> day of December, 2025, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as "City"), and SOUTHWEST GAS CORPORATION, a California corporation authorized to do business in the State of Nevada (hereinafter referred to as "Southwest Gas" or the "Franchisee"). The City and Southwest Gas may be referred to herein singularly as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the City and Southwest Gas executed that certain Franchise Agreement effective January 1, 2011 ("Agreement");

**WHEREAS**, the Agreement will expire by its terms on December 31, 2025, unless an extension of such Agreement is approved by the Las Vegas City Council ("City Council");

**WHEREAS**, the Parties desire to negotiate mutually-acceptable terms for a new franchise agreement; and

**WHEREAS**, the Parties require additional time to complete negotiations and obtain all proper approvals from the City Council.

**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 31, 2027. It is understood and agreed by and between the Parties that this temporary extension shall not be construed as a new franchise agreement. As such, in the event the Parties finalize negotiating mutually-acceptable terms of the new franchise 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presented to the City Council for consideration and is thereafter approved, then this temporary extension shall be superseded thereby.
3. Notices. Any notice required or permitted to be given under the Agreement shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Such notice shall be deemed received on the earlier of the date of actual receipt or three (3) days after mailing, and shall be directed to the parties at their respective addresses shown below, or such other addresses as either party may from time to time specify in writing to the other party, in the manner described above.

CITY: City of Las Vegas  
Attn: Franchise Officer  
Office of Strategic Services  
495 S. Main Street, 7th Floor  
Las Vegas, NV 89101

With Copy to: City of Las Vegas  
Attn: Public Works Director  
495 S. Main Street, 5<sup>th</sup> Floor  
Las Vegas, NV 89101

FRANCHISEE: Southwest Gas Corporation  
Attn: Director/State Regulatory Affairs  
8360 S. Durango Drive  
Las Vegas, NV 89113

With Copy to: Southwest Gas Corporation  
Attn: Legal Affairs  
8360 S. Durango Drive  
Las Vegas, NV 89113

4. 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.

5. Reservation of Rights. For the avoidance of doubt, the City hereby reserves each and every one of its rights, remedies, powers, recourses, and privileges ("Rights") under the Agreement, including but not limited to, any Rights related to any audit under the Agreement. Nothing contained herein shall, or shall be deemed to, waive, modify, restrict, limit, diminish, impair, suspend, or toll any of the City's Rights.

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

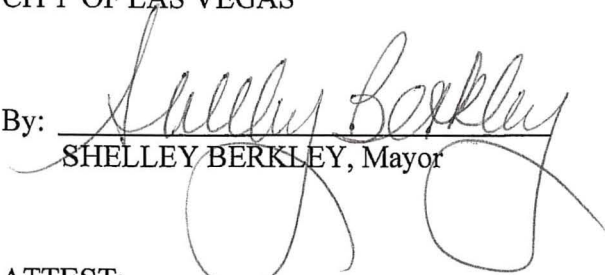
7. Subsequent Agreements. This First Amendment shall not constitute consent or approval to any future modifications, amendments, changes or extensions to the Agreement, and shall not relieve Southwest Gas or any person claiming under or through Southwest Gas of the obligation to obtain the approval of 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 shall 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.

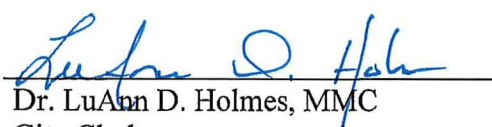
**[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]**

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

CITY OF LAS VEGAS

By:   
SHELLEY BERKLEY, Mayor

ATTEST:

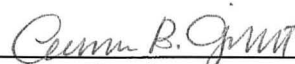
By:   
Dr. LuAnn D. Holmes, MMC  
City Clerk

Council Action


12/3, 2025

Item # 22

APPROVED AS TO FORM:

By:  11/12/25  
Deputy City Attorney Date  
Carmen B. Gilbert  
Deputy City Attorney

SOUTHWEST GAS CORPORATION

By:   
Printed Name: Thomas W. Cardin  
Title: Vice-President Southern Nevada  
Operations