# FIRST AMENDMENT TO AMBULANCE SERVICE FRANCHISE AGREEMENT BETWEEN CLARK COUNTY AND MERCY, INC d/b/a AMERICAN MEDICAL RESPONSE

This First Amendment ("Amendment") is made and entered into this 2nd day of December, 2025, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada ("County"), and MERCY, INC. d/b/a AMERICAN MEDICAL RESPONSE ("Franchisee"). The County and Franchisee may hereinafter be referred to collectively as, the "Parties" or individually as the "Party."

#### **RECITALS**

WHEREAS, the County and Franchisee entered into an Ambulance Service Franchise Agreement dated February 1, 2025 to January 31, 2035 ("Agreement"), granting Franchisee the right and obligation to provide ambulance services within designated service zones in unincorporated Clark County; and

WHEREAS, the Agreement identifies the Franchisee's Service Area as including zones shown in Exhibits A and B, which collectively encompass multiple unincorporated service zones including the Laughlin service area; and

WHEREAS, Franchisee has requested, and the County concurs, that the Laughlin service area be removed from Franchisee's Service Area, in order to allow the County to reassign that area to another qualified ambulance service provider; and

WHEREAS, the County and Franchisee desire to modify the Agreement accordingly, while preserving all other rights, obligations, and conditions under the original Agreement;

NOW, THEREFORE, subject to the terms and conditions of this Amendment and the Agreement, and in consideration of the promises and mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a material part of this Amendment and are incorporated as if fully set forth in the body hereof. Any capitalized terms used, but not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

### 2. Amendment to Section 5 (Service Area / Zones)

- a. Section 5.2 and any reference in the Agreement to the Franchisee's Service Area are hereby amended to remove the Laughlin service area from CC-Zone 2 of the Franchisee's Service Area.
- b. A revised Exhibit A, entitled "Revised Service Area Map Excluding Laughlin", is attached to and incorporated into this Amendment.
- c. Accordingly, the Franchisee's Service Area shall consist of CC–Zone 2 excluding the Laughlin service Area.

### 3. No Compensation or Extension

Franchisee acknowledges and agrees that the removal of the Laughlin service area is voluntary and does not entitle Franchisee to any extension of term, adjustment to response-time requirements in remaining zones, or any other compensation or consideration.

#### 4. Release of Claims

Franchisee hereby releases and forever discharges the County, its officers, employees, and agents from any and all claims, demands, or causes of action arising out of or related to the removal of the Laughlin service area, including without limitation claims for lost profits, revenues, or goodwill.

### 5. Continuity of Service

For purposes of continuity of service, the Parties acknowledge that this Amendment removes the Laughlin service area from the Franchisee's Zone 2 Service Areas, and Franchisee acknowledges that following the effective date of this Amendment, Franchisee shall no longer have any obligation or authority to provide scheduled or primary ambulances services in the Laughlin service area. Nothing in this Amendment limits the County's ability to enforce the performance and compliance provisions in Sections 11, 12 and 13 within the remainder of Zone 2.

#### 6. Effect of Amendment

Except as expressly modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect. This Amendment shall become effective upon approval by the Clark County Board of County Commissioners and execution by all parties on December 1, 2025 at 8:00 AM.

<u>IN WITNESS WHEREOF</u>, the Parties hereto have executed this First Amendment on this <u>2nd</u> day of December 2025 by their duly authorized representatives.

## CLARK COUNTY BOARD OF COUNTY COMMISSIONERS

KIMBERLY MONTGOMERY

Region President

	BY:
ATTEST:	TICK SEGERBLOM, Chair
LYNN MARIE GOYA, County Clerk	
Approved as to form: DISTRICT ATTORNEY	
By: SHERRY FOSE	
Deputy District Attorney	
	MERCY, INC.
	d/b/a AMERICAN MEDICAL RESPONSE
	signed by:  Eximberly Montgomery  AA73BE824A8B423

