

## NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

**THIS AGREEMENT** is made and entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT**, whose address is 425 Elm Avenue, Bunnell, Florida 32110, hereinafter referred to as “**PROVIDER**”.

### WITNESSETH

**WHEREAS**, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for the geographical territory of Seminole County, Florida; and

**WHEREAS**, the Board of County Commissioners has determined that there is a present need for citizens of Seminole County, Florida to have safe, efficient, and economical non-emergency medical services; and



**WHEREAS**, the Board of County Commissioners has determined that the present need for a safe, efficient, and economical non-emergency medical transport service system would be best provided for and met by the grant of a non-exclusive ambulance service franchise to **PROVIDER**; and

**WHEREAS**, **COUNTY**, after due consideration, has determined that it is in the interest of the public health, welfare, and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and


**WHEREAS**, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified to be eligible for public assistance; and

**WHEREAS**, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties do hereby agree as follows:

**Section 1. Grant of Franchise.** Seminole County, by this Agreement and pursuant to Chapter 17, Seminole County Code, hereby grants to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of COUNTY which have been, or may hereafter be, granted a valid ambulance franchise.

Ambulance or emergency medical  service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in Chapter 401, Florida Statutes (2025), as the statute may be amended from time to time. PROVIDER is granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which will run concurrent with the term of this Agreement.

**Section 2. Term of Non-Exclusive Franchise.** PROVIDER will furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and all other applicable rules and regulations.

- (a) The term of the Franchise commences on July 1, 2026, to June 30, 2029.

(b) COUNTY is entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

**Section 3. Scope of Service.** PROVIDER, under the terms and conditions of this Franchise Agreement, will provide non-emergency transportation to patients in the following categories:

- (a) Transport from facilities to the patient's residence;
- (b) Transport from facilities to convalescent facilities;
- (c) Transport from facilities to other hospitals; and
- (d) Transport from locations to facilities.

PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records

of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

**Section 4. Compliance with Ordinance.** PROVIDER must utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

**Section 5. Insurance Requirements.**



(a) PROVIDER agrees to maintain at all times, throughout the duration of this Agreement, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) PROVIDER must require and ensure that each of its subcontractors providing services under this Agreement (if any) procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified in this Section and Exhibit A, attached to and incorporated in this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PROVIDER will relieve PROVIDER of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PROVIDER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both will in any way relieve or decrease the liability of PROVIDER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, PROVIDER must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PROVIDER must remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PROVIDER or any other party.

(b) General Requirements.

(1) Before commencing work, PROVIDER must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A, and including the following as Certificate Holder:


Seminole County, Florida  
Seminole County Services Building  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (ten (10) days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PROVIDER must provide COUNTY with a renewal or replacement Certificate

of Insurance before the expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PROVIDER must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this Agreement must be borne by PROVIDER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, may not be included within the  policy limits, but must remain the responsibility of insurer.

(5) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability and Business Auto policies.

(6) Coverage: The insurance provided by PROVIDER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of, and not contributing with, the insurance provided by PROVIDER.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement will not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: The Commercial General Liability policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Insurance companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida; or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employer's Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.



(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company:

(A) loses its Certificate of Authority or Letter of Eligibility;

(B) no longer complies with Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time; or

(C) fails to maintain the Best's Rating and Financial Size Category,

PROVIDER must, as soon as PROVIDER has knowledge of any such circumstance, immediately

notify COUNTY, and upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PROVIDER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PROVIDER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PROVIDER, PROVIDER must, at PROVIDER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit A. Except as otherwise specified in this Agreement, the insurance will become effective prior to the commencement of work by PROVIDER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer' Liability.

(A) PROVIDER's insurance must cover PROVIDER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Worker's Compensation Act or any

other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(D) Any Vendor/Contractor/Provider using an employee leasing company must complete the COUNTY's Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office. PROVIDER agrees coverage shall not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.



(B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(C) Seminole County, Florida, its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsement CG 20 10, or CG 20 26 and CG 20 37, or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.


(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PROVIDER does not own automobiles, PROVIDER must maintain coverage for hired and non-

owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980 is involved, endorsement MCS-90 is required.

B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(4) Professional Liability.

(A) PROVIDER must provide a Medical Professional Liability policy which covers professional misconduct or lack of ordinary skill for those positions subject to the scope of services of this Agreement.

(i.) In the event that the Professional Liability Insurance required by this Agreement is written on a claims-made basis, PROVIDER warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an  extended discovery period will be exercised for a period of two (2) years beginning at the time service provided under this Agreement are completed.

(ii.) If PROVIDER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this Section), then PROVIDER must provide proof of same, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

**Section 6. Hold Harmless Agreement.** In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER will hold COUNTY and its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against COUNTY, its officers, agents and employees arising from or related to the

provision of services by PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold COUNTY, its officers, employees, and agents harmless is not limited to the limits of the liability insurance required under this Agreement. Nothing contained in this Agreement may be construed to increase the liability of the insurance carrier beyond the limits of their policies with PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER's execution of this Agreement. Further, COUNTY will not hold PROVIDER responsible for the negligence of COUNTY related to the provision and maintenance of COUNTY equipment. PROVIDER is responsible for its acts related to use of COUNTY equipment and any failure to notify COUNTY of necessary maintenance or equipment failures.

#### **Section 7. Inspections.**

(a) Each ambulance, piece of equipment, training records, premises, and dispatch center (if applicable) must be available for inspection and may be inspected by the Seminole County Director of the Fire Department or his designee(s). The Fire Department must be made aware of and maintain the right to inspect, during normal working hours, PROVIDER's operational procedures, as they apply to Seminole County's operations, whenever such inspection is deemed necessary by COUNTY.

(b) PROVIDER will submit to periodic ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision. Furthermore, PROVIDER will, without prior notification, submit to ambulance inspections at their regularly stationed locations by COUNTY's Medical Director, the Director of the Fire Department, or his designee(s), at any time during normal working hours in regard to the fulfillment of PROVIDER's contractual obligations under this Agreement and PROVIDER's compliance with law.

(c) PROVIDER will, at all times, conduct its business in a proper and efficient manner and will keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair as determined by COUNTY.

**Section 8. Response to Governmental Agencies.** It is understood and agreed, specifically, but not by way of limitation, that PROVIDER will respond to all requests for non-emergency ambulance service received from COUNTY. PROVIDER's obligation to respond to requests for routine non-emergency transport from other government agencies is subject to the availability of an ambulance. PROVIDER will not respond to any request for non-emergency transport without being dispatched by COUNTY.

**Section 9. Additional Services.** PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.



**Section 10. Provision of Vehicles.**

(a) Each ambulance must be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by COUNTY and must conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by COUNTY. Furthermore, PROVIDER will maintain such safety and emergency vehicle equipment so as to conform to all existing Federal and State standards.

(b) Each ambulance must contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance must conform to the most recent recommendation for Essential Equipment for Ambulances, as required by the America College of Surgeons and the regulation of the Bureau of Emergency Medical Services of

the State of Florida, Department of Health. In addition, PROVIDER will have adequate replacement supplies and equipment readily available and easily accessible at all times. PROVIDER will, at its sole expense, replace all disposable and other medical supplies furnished by fire-rescue personnel.

(c) COUNTY has the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER will, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Fire Department, or his or her designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Fire Department, or his or her designee, will issue a final decision. If, upon receipt of this final decision, regardless of any further objection to this final decision, PROVIDER will comply with the final decision within sixty (60) days, or COUNTY will have the right to terminate the franchise.

(d) PROVIDER must hold valid and current State Certifications as an Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision(s), and all PROVIDER ambulances operating as Advance Life Support units in Seminole County must be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units must carry any other drugs, supplies, or equipment as determined by COUNTY's Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

### **Section 11. Ambulance Personnel Required.**

(a) In the conduct of services under this Agreement, PROVIDER will provide a driver and attendant on every vehicle at all times while in service. PROVIDER will ensure that drivers and attendants are, at a minimum, qualified Emergency Medical Technicians holding all required

permits and registrations, including a current Florida State Emergency Medical Technician Certificate.

(b) All Advanced Life Support equipped vehicles must be staffed by at least one (1) attendant who must be a State Certified Paramedic. The second attendant on an Advanced Life Support ambulance must have documented evidence of State Certification as an Emergency Medical Technician. The Paramedic will ride in the patient compartment with the patient on all transports that have the potential to require advanced life support.

(c) PROVIDER will submit to COUNTY a current roster of all EMTs and Paramedics that may be assigned to transport a patient in Seminole County.

(d) PROVIDER will employ the services of a Medical Director in accordance with Chapter 401, Florida Statutes, as the statute may be amended time to time.

(e) PROVIDER will ensure that vehicles transporting patients in Seminole County:

(1) Have direct communications with all local hospital emergency departments;

and

(2) In the event a patient's condition requires immediate life support, immediate medical stabilization, or both, the patient must be transported to the nearest appropriate hospital.

(f) PROVIDER will submit to the custody of the Seminole County Fire Department Director, prior to commencing service, a roster of EMTs and Paramedics performing as attendants including individuals' level of training, skill certifications and field experience. This roster must be kept complete and up-to-date at all times.

(g) Policies and procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training and certification must be submitted to the Fire Department Director upon execution of this Agreement.

**Section 12. Communications.**

(a) Each ambulance must maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) PROVIDER will have the equipment and communications capability necessary to comply with all applicable Federal, State, and local laws, rules, or regulations.

**Section 13. Records and Reporting Systems.** PROVIDER must submit patient Care Data Reports to COUNTY's Fire Department upon request as part of the Quality Assurance Program established by the Fire Department, in accordance with Chapter 401, Florida Statutes, and Chapter 64E-2, of the Florida Administrative Code.

**Section 14. Medical Control.**

(a) Under the terms of this Agreement, PROVIDER will observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER pursuant to the terms of this Agreement is subject to review and approval of the Seminole County Medical Director in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within COUNTY.

(c) PROVIDER will provide medical care during transport in accordance with Seminole County EMS Practice Parameters, as approved by the Medical Director. COUNTY's Medical Director and the Fire Department Director, or his designee, will review the PROVIDER

drug control program and present recommendations for improving any and all aspects of company policies in this area.

(d) PROVIDER will contract with the Seminole County Medical Director to provide supervision of medical performance of employees, as required by Chapter 401, Florida Statutes, or its successor provision. PROVIDER must recognize the Medical Director's authority to refuse to allow a Paramedic or Emergency Medical Technician to practice under his medical direction, utilizing guidelines in the Seminole County Medical Director's Paramedic/Emergency Medical Technician Review Procedure. PROVIDER must recognize the authority of the Seminole County Medical Director and his ability to conduct periodic review and inspections of patient care reports.

**Section 15. Authorized Managing Agent.** Throughout the term of this Agreement, PROVIDER will establish and provide an authorized managing agent, designated in writing, to COUNTY. The managing agent will be the agent upon whom all notices will be served from COUNTY. Service upon PROVIDER's agent by a COUNTY authorized representative, to be designated by the Fire Department Director, always constitutes service upon PROVIDER.

**Section 16. Customer Complaints and Notification.** All written complaints pertaining to service rendered pursuant to this Agreement must initially be directed to PROVIDER and must be answered within five (5) working days. PROVIDER will supply COUNTY with copies of all complaints on a form approved by COUNTY indicating the disposition of each complaint. The form must indicate the day and hour on which it was received and resolved. COUNTY will notify PROVIDER of each complaint reported to COUNTY. It is the duty of PROVIDER to take all steps necessary to remedy the cause of the complaint and notify COUNTY with a full explanation of the disposition.

**Section 17. Books and Records.** PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and

principles. These books and records are subject to inspection, review, and audit by the Board of County Commissioners of Seminole County or its authorized representative. These books and records must be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

**Section 18. Interagency Cooperation.**

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with COUNTY Medical Director and the Fire Department Director, or their designees.

(b) Cooperation includes, but is not limited to, a commitment to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection, and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications, and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as provided in this Agreement be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

**Section 19. Operations.** The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

**Section 20. Certificate of Public Convenience and Necessity.** The granting of a Certificate of Public Convenience and Necessity by COUNTY is considered a part of the consideration of the franchise and upon termination of this franchise, whether for cause or non-renewal, the Certificate of Public Convenience and Necessity will terminate and the license, for

the issuance of which the Certificate of Public Convenience and Necessity is a legal prerequisite, issued by the State must be surrendered to the State, to the extent that license relates to Seminole County.

**Section 21. Termination.**

(a) Bankruptcy. PROVIDER will be deemed to be in default under this Agreement, and all rights granted to PROVIDER will terminate without any need for notice to PROVIDER, and this Agreement will be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a receiver of PROVIDER or other custodian for PROVIDER's business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any state or federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER is sold after levy thereupon by any Sheriff or Marshal.

(b) Failure to Comply with Agreement. Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement and this default is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under

these circumstances becomes effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) Convenience. This Agreement may be terminated by COUNTY or PROVIDER at any time for convenience upon ninety (90) days written notice to the other party of such termination.

**Section 22. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties, and it cannot be considered modified, altered, or amended in any respect unless in writing and signed by both parties in an agreement of equal dignity with this instrument.

**Section 23. Notices.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Fire Department Director  
150 Eslinger Way  
Sanford, Florida 32773



**For PROVIDER:**

AllCare Medical Transport  
425 Elm Avenue  
Bunnell, Florida 32110

Either of the parties may change, by written notice as provided in this Agreement, the addresses or persons for receipt of notices.


**Section 24. Responsibilities of Parties.** The parties to this Agreement acknowledge that PROVIDER's non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this Section may be construed, in any way, to reduce

PROVIDER's obligations, duties, and responsibilities under the terms of this Agreement or as provided by law, rule, or regulation.

**Section 25. Independent Contractor.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of PROVIDER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed so as to find PROVIDER an employee of COUNTY, and PROVIDER is entitled to none of the rights, privileges, or benefits of Seminole County employees.

**Section 26. Employee Status.** Persons employed by PROVIDER in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 27. Conflict Of Interest.**

(a) PROVIDER agrees that it will  not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate the provisions of Part III, Chapter 112, Florida Statutes as the statute may be amended from time to time, relating to ethics in government.

(b) PROVIDER certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes, as the statute may be amended from time to time, either directly or indirectly, in the business of PROVIDER to be conducted, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, as the statute may be amended from time to time, PROVIDER agrees that monies received from COUNTY pursuant to this Agreement cannot be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**Section 28. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 29. Effective Date.** The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatories of the parties.

**IN WITNESS WHEREOF**, the parties have set their hands and seals.

ATTEST:

R&E AMBULANCE TRANSPORT LLC  
d/b/a ALLCARE MEDICAL TRANSPORT

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
RYAN GEBHARD, PRESIDENT

\_\_\_\_\_  
PRINT NAME

Date: \_\_\_\_\_



\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:  
Exhibit A – Insurance Requirements



VND/sfa  
05/20/2026

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**NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT**

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	Personal and Advertising Injury
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability: \$ 1,000,000 Per Claim

~~ End Exhibit A ~~