


SECOND AMENDMENT TO NON EXCLUSIVE AIR AMBULANCE FRANCHISE AGREEMENT WITH ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE AIR AMBULANCE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as “Second Amendment”, and, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **ROCKY MOUNTAIN HOLDINGS L.L.C. d/b/a AIR CARE**, whose mailing address is 5500 South Quebec Drive, Greenwood Village, Colorado 80111, hereinafter referred to as “PROVIDER”. COUNTY and PROVIDER shall be collectively referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non Exclusive Air Ambulance Franchise Agreement on June 27th, 2023 (“Agreement”)  allowing for PROVIDER to provide emergency air ambulance service to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 24, 2024 adding Section 5(d)(5) and deleting and replacing Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and


WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, Section 22 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

The term of the Franchise  commences on July 1, 2023 to June 30, 2026. The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30 2029.

3. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ROCKY MOUNTAIN HOLDINGS, L.L.C.
d/b/a AIR CARE

Signature

Print Name

Signature

Print Name

By: _____
RICHARD J. CLOW, Area Manager III

Date: _____



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 their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

VND/sfa
03/25/2026



T:\Users\vnegron\COPCN's and Franchise Agreements\13449\Rocky Mountain Holdings Second Amendment (Renewal).docx