

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

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 27th day of June, 2023, between **ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE**, whose address is 5500 South Quebec Drive, Greenwood Village, Colorado 80111, in this First Amendment referred to as “**PROVIDER**”, and **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, in this First Amendment referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, **PROVIDER** and **COUNTY** entered into the above referenced Agreement on June 27, 2023, 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, the parties desire to amend the Agreement to add new Section 5(d)(5) to the Agreement, to delete Exhibit A and replace with Exhibit A attached to this First Amendment, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 22 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

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

1. The following Section 5(d)(5) is added to the Agreement:

(5) Aircraft Liability.

(A) If **PROVIDER** utilizes aircraft for services provided by this Agreement,

Aircraft liability insurance is required for all PROVIDER owned, hired, and non-owned aircraft with a combined single limit per occurrence for bodily injury and property damage of not less than specified in Exhibit A with no per seat passenger limitation.

2. Exhibit A of the Agreement is deleted and replaced with Exhibit A attached to First Amendment.

3. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

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

ATTEST:



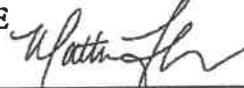
WITNESS

Scott Betz
PRINT NAME

WITNESS

Richard Clow
PRINT NAME

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

By: 
Matthew Turner, Regional Vice President

Date: 03/25/2024

ATTEST:

Grant Maloy
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 20____ regular
meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment: Exhibit A – Insurance Requirements
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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</u> <u>Non-Owned Autos)</u>
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D. Professional Liability: **\$ 1,000,000** **Per Claim**

E. Aircraft Liability: **\$ 5,000,000** **Combined Single Limit**

(If PROVIDER utilizes aircraft for services provided by this Agreement)

~~ End Exhibit A ~~