

**FIRST AMENDMENT AND EXTENSION TO AGREEMENT FOR
AMBULANCE AND EMERGENCY AND
NON-EMERGENCY MEDICAL SERVICES**

THIS AMENDMENT is made and entered into on this 21st day of January, 2021 by and between COLUMBIA COUNTY, FLORIDA a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (“County”) and CENTURY AMBULANCE SERVICE, whose address is 2110 Herschel Street, Jacksonville, Florida 32204 (“Century”).

RECITALS

WHEREAS, the County and Century entered into an AGREEMENT FOR AMBULANCE AND EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES (the “Agreement”) on August 18, 2016 with an initial contract term of five years beginning October 1, 2016;

WHEREAS, Article V., section A. of the Agreement provides that the language of that section “ shall not be construed to limit or preclude the County from negotiating for and extending this Agreement in its sole discretion”;

WHEREAS, the County wishes to postpone the rebidding of the services provided under the Contract, subject to Century increasing by one the number of ambulances Century makes available to respond to Emergency Calls;

WHEREAS, Century has agreed to the requested modification in exchange for the extension of the Agreement for an additional three years;

WHEREAS, the parties each believe entry into this Amendment shall serve to mutually benefit the parties and the people of Columbia County, Florida.

NOW, THEREFORE, in consideration of the foregoing and in full recognition of the validity of the Agreement before and after this Amendment, the parties agree as follows:

1. Term extended

The term of the Agreement provided in Article V, section A. is extended until midnight, September 30, 2024.

2. Article III, section A.3 deleted.

- a. Article III, section A.3, which provided that Century would not “provide non-medical transport services as currently provided by smaller transport companies within the County, unless specifically requested to do so by the County” is deleted.

3. Article III, section A.5 amended.

- a. The entirety of Article III, section A.5 is deleted and in its place the same shall read:

5. The Contractor shall designate and reserve not fewer than five (5) Ambulances to be available to response to Emergency Calls at all times. For purposes of this section an Ambulance shall not cease to be available during such times at it is actually responding to an Emergency Call.

4. Article III, section A.6. amended.

- a. The entirety of Article III, section A.6. is deleted and in its place the same shall read:

6. Century may provide additional EMS resources to operate within the EMS and non-emergency system. Century will provide at its own expense GPS and MCT terminals in the non-emergent system allowing the County's Communications Center to dispatch the closest ambulance to an EMS call regardless of which system it belongs to. Century may use the surplus of Ambulances within the system on non-emergency calls so long as the amount of available EMS Ambulances does not fall below five (5).

5. Article III, section C.2.a. amended.

- a. The reference to "four" ambulances in the original Agreement at Article III, section C.2.a. is amended to reference "five" ambulances.

6. Article III, section H.2. added.

- a. Century intends to form, lead, and host a local community EMS advisory committee. The committee shall serve as provided by Century and no member of the committee shall be considered an employee of Century. The committee will provide Century and stakeholders with insight into the EMS operations of Columbia County, and provide recommendations for improving delivery of EMS services to the people of Columbia County. The committee shall meet quarterly. The County Manager shall be permitted to designate one member of this committee, and that member shall be permitted to bring up to two additional staff to any committee meeting.

7. Article V, section C.3. amended.

- a. It shall no longer be necessary for Century to produce financial statements to the County, however, the County shall continue to be entitled to periodic review of Century's financials to ensure Century's profitability reflect fair and reasonable rates charges to the people of

Columbia County. Century shall timely comply with any request for review of Century's financials, including profit and loss statements. This paragraph shall not be construed to require Century to surrender its records to the County, but shall require Century to provide for County staff as designated by the County Manager to conduct such reviews and report findings for purposes of administering the Agreement.

- b. This provision shall not remove Century's obligation of providing an annual financial audit reflecting balancer sheets and income statements for services rendered to the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have signed this amendment and extension as of the day and year first above written.

**COLUMBIA COUNTY,
FLORIDA**

By: 

ROCKY FORD, Chairman
Board of County Commissioners

**CENTURY AMBULANCE
SERVICE, INC.**

By: 

Print: Matthew Johnson

Title: WA/CM

ATTEST: 

JAMES M. SWISHER, JR., Clerk

Approved as to form: 

Joel F. Foreman, County Attorney