

## FIRST AMENDMENT TO CONTRACT

This First Amendment to Contract for Ambulance Service is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Key West ("City") and Lifestar Response of Alabama d/b/a Care Ambulance ("Vendor").

### WITNESSETH

WHEREAS, the City and Lifestar entered into a Contract for Ambulance Service, approved by the City Commission in Resolution No., 11-019; and

WHEREAS, the parties desire to amend the Contract to reflect a reduction of the surety bond, as provided in section "J";

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Contract, CITY and VENDOR agree as follows:

**Section 1:** The above recitals are true and correct and are incorporated into the Contract and made a part hereof.

**Section 2:** That Paragraph "J" of the Contract is hereby amended in part to read as follows:

*J. Provisions for Curing Default and Emergency Take Over* – In the event the city manager determines that there has been a material breach by the vendor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such default shall constitute a default of the Agreement. In the event of a default, the City shall give the vendor written notice, delivered in-person to the vendors' local address, setting forth with reasonable specificity the nature of the default. Vendor shall have the right to cure such default within 5 calendar days of receipt of such notice and the reason such default endangers the public's health and safety. Within 24 hours of receipt of such notice, vendor shall deliver to City, in writing, a plan of action to cure such default. If the vendor fails to cure such default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of City) or vendor fails to timely deliver the cure plan to the City, City

may take over vendor's operations. Vendor shall cooperate completely and immediately with City to affect a prompt and orderly transfer of all responsibilities to City.

\* \* \* \*

The vendor shall post a surely bond of ~~\$1,000,000.00~~ \$500,000.00 that may be accessed by the City to cure any default caused by the vendor. The bond will be posted with a licensed surety bond agency as required by Florida Law. Upon declaration of default, the vendor shall not interfere or take legal action to prevent access to the bond.

**Section 3:** Except as modified herein, the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Contract on the date first written above.

ATTEST:

CITY OF KEY WEST

\_\_\_\_\_  
Cheryl Smith, City Clerk  
Chairman

By: \_\_\_\_\_  
Jim Scholl, City Manager

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

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

ATTEST:

LIFESTAR RESPONSE OF  
ALABAMA, d/b/a  
CARE AMBULANCE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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