

### THIRD AMENDMENT TO CONTRACT

This Second Amendment to Contract is entered into this 7<sup>th</sup> day of July, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and LifeStar Response of Alabama, d/b/a Care Ambulance (hereinafter "LIFESTAR").

#### WITNESSETH

WHEREAS, CITY and LIFESTAR entered into a Contract on the 1<sup>st</sup> day of April, 2011, (the "Contract"), pertaining to the provision of ambulance service for the City of Key West, Florida; and

WHEREAS, the Contract was amended pursuant to the First Amendment to Contract dated March 21, 2012; and

WHEREAS, the term of the Contract, as amended, provided that the Contract would expire on March 31, 2014; and

WHEREAS, pursuant to the Second Amendment to Contract dated March 31, 2014, the term of the Contract was extended to March 31, 2015; and

WHEREAS, CITY desires to provide ambulance and emergency services in-house; and

WHEREAS, CITY may require additional time beyond the expiration of the Contract, as amended, within which to finalize the activities necessary to provide ambulance and emergency services within the city; and

WHEREAS, LIFESTAR has agreed to assist CITY with its transition to providing ambulance and emergency services in-house; and

WHEREAS, on June 17, 2014, the City Commission of the City of Key West, Florida, passed and adopted Resolution No. 14-168, authorizing the City Manager to negotiate and enter into an extension of the Contract for a period of up to twelve additional months beyond the term of the current Contract; and

WHEREAS, CITY and LIFESTAR desire to amend the Contract to provide for the continuation of ambulance services for a limited period of time beyond the said current expiration date of the Contract.

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

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph (A) on page 14 of the Contract is hereby amended by the addition of the following provision:

A. Subject to the exceptions contained herein below, for the period commencing on the 1<sup>st</sup> day of April, 2015, and ending on the 30th day of June, 2015 (hereinafter the "Extension Term"), CITY and LIFESTAR herein expressly agree that the term of the Contract shall be extended on a month-to-month basis under the same terms and conditions contained in the Contract and existing on the 1<sup>st</sup> day of April, 2014. During the Extension Term, the requirement for Electronic Patient Care Reporting contained in paragraph 4 on page 8 of the Contract will be waived. During the Extension Term, CITY will provide LIFESTAR an operating subsidy in the amount of \$45,000.00 per month. During the Extension Term, LIFESTAR shall, to the greatest extent possible, cooperate with and provide assistance and support to facilitate CITY's effort to provide ambulance and emergency services in-house. Either party may terminate the Extension Term effective 60 days from the delivery of written notice of same to the other party.

**Section 2:** Except as modified herein, the Contract shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

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

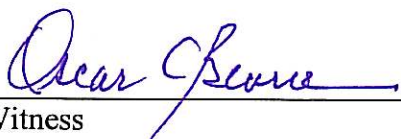
ATTEST:

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

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

By: \_\_\_\_\_  
Charles Mayner, its Regional CEO

Witness  \_\_\_\_\_

Witness  \_\_\_\_\_