Addendum to Contract between THE KEY LARGO FIRE RESCUE AND EMS DISTRICT and THE KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.

Pursuant to the terms of the existing contract between the Key Largo Fire Rescue and EMS District ("DISTRICT") and the Key Largo Volunteer Ambulance Corps, Inc. ("AMBULANCE CORPS"), entitled "AGREEMENT BETWEEN KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT AND KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.", having an effective date of April 11, 2011, it is hereby agreed that such contract shall be amended as provided below and otherwise specified by underlined language:

1. Effective May 27, 2013 at 10:00 A.M., the AMBULANCE CORPS agrees to accept all responsibilities of the Key Largo Volunteer Fire and Rescue Department, Inc. ("DEPARTMENT"), as provided in the April, 25, 2011, agreement between the DISTRICT and DEPARTMENT, entitled "AGREEMENT KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT AND KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC."

2. <u>Subject to the limitations set forth in section 768.28, Florida Statutes, the</u> <u>DISTRICT agrees to indemnify, protect, defend, save and hold harmless the</u> <u>AMBULANCE CORPS, its officers, agents, and employees, in any legal or equitable</u> <u>action brought against the AMBULANCE CORPS that is proximately related to the</u> <u>AMBULANCE CORPS' assumption of the responsibilities of the Key Largo Volunteer</u> <u>Fire and Rescue Department, including for acts or omissions of the AMBULANCE</u> <u>CORPS in preparation to assume such responsibilities. This provision in no way affects</u> <u>either party's duty, if any, to indemnify the other with regard to actions for acts or</u> <u>omission in the provision of emergency services, automobile, accidents, or in actions</u> <u>unrelated to the AMBULANCE CORPS' adoption of this addendum.</u>

3. <u>The AMBULANCE CORPS shall have the right to form a separate entity</u> to provide the services contemplated in this addendum.

4. <u>Because the Parties contemplate that fire protection service should</u> eventually be provided by an entity independent of the AMBULANCE CORPS, the Parties agree to work with each other to re-establish self-governance of the entity providing fire protection service as soon as the parties deem it practical.

AGREED TO by THE KEY LARGO FIRE RESCUE AND EMS DISTRICT and THE KEY LARGO VOLUNTEER AMBULANCE CORPS, INC., on this _____ day of _____, 2013.

The Key Largo Fire Rescue and EMS District:

By: _____

Jennifer Miller, Chair

The Key Largo Volunteer Ambulance Corps, Inc.:

By: _____

Ronald Fell, President