

THIRD AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT

This Third Amendment to Emergency Medical Services Agreement (“**Third Amendment**”) is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the “**County**”) and Rural/Metro of California, Inc., a Delaware corporation (“**Rural/Metro**”). This Third Amendment shall be effective as of the date it is fully executed by both parties (“**Effective Date**”).

RECITALS

A. The County and Rural/Metro entered into that certain Emergency Medical Services Agreement dated December 14, 2010 (the “**Original EMS Contract**”) to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County’s EOA.

B. The County and Rural/Metro subsequently entered into that certain First Amendment to Emergency Medical Services Agreement dated as of June 7, 2011 (“**First Amendment**”) to allow Rural/Metro access to the County’s servers for purposes of providing the Services.

C. The County and Rural/Metro subsequently entered into that certain Second Amendment to Emergency Medical Services Agreement dated as of June 21, 2011 (“**Second Amendment**”) with regard to the lockbox account to facilitate compliance with applicable federal laws.

D. The County and Rural/Metro now desire to modify the Original EMS Contract with regard to Rural/Metro’s User Fee Schedule for Disposable Supplies and Medications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby agree that the Original EMS Contract is amended, as of the Effective Date as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Original EMS Contract.
2. EMS Contract. The Original EMS Contract, as amended by the First Amendment, the Second Amendment, and this Third Amendment, is hereafter referred to as the “EMS Contract”.
3. User Fees. As of the Effective Date, Section 10.3 of the Original EMS Contract is amended and restated in its entirety to read as follows:

10.3 User Fees. Rural/Metro will charge no more than the amount identified in Exhibit "M," and the pricing levels below, excluding the provisions for increases identified in Section 10. 4, unless otherwise agreed to by the Parties. The Contractor Administrator has the authority to amend, modify, and/or add items to Exhibit "M," per the agreement of the parties.

4. Entire Agreement; Amendment. The EMS Contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Contract. The EMS Contract may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

5. Force and Effect. Except as modified by this Third Amendment, the terms and provisions of the Original EMS Contract as amended by the First and Second Amendments are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment and the Original EMS Contract, the First Amendment, and/or the Second Amendment as to the specific matters which are the subject of this Third Amendment, the terms and conditions of this Third Amendment shall govern and prevail.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the dates written below.

Agreed to for County of Santa Clara:


Agreed to for Rural Metro:

By:

By:


George Shirakawa, President
Board of Supervisors

3-13-12
Date

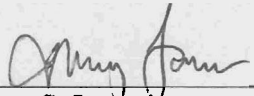

Michael P. DiMino
President and CEO

2/29/12
Date

Attest:


Maria Marinos
Clerk of the Supervisors

Approved as to Form and Legality:


Jenny S. Lam
Deputy County Counsel