

FIFTH AMENDMENT  
TO  
EMERGENCY MEDICAL SERVICES AGREEMENT

This Fifth Amendment to Emergency Medical Services Agreement (“Fifth Amendment”) is 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”).

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 (the “Services”) to the County for the County’s exclusive operating area.

B. The County and Rural/Metro subsequently amended the Original EMS Contract on June 7, 2011 to allow Rural/Metro access to the County’s information technology systems, networks, and related infrastructure for purposes of providing the Services; on June 21, 2011 to facilitate compliance with applicable laws regarding the lockbox account and make other changes; on March 13, 2012 to modify the user fee schedule for disposable supplies and medications; and on December 10, 2013 to modify provisions regarding the exclusive use of emergency resources.

C. The County and Rural/Metro now desire to modify certain terms of the Original EMS Contract, as amended (the “EMS Agreement”) to better align with current operating conditions.

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 are hereby acknowledged, the County and Rural/Metro hereby agree that the EMS Agreement is amended as follows, effective May 15, 2015 (“Effective Date”), except as noted in Section 4 below:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the EMS Agreement.
2. Franchise Fee. Section 3.3 of the EMS Agreement is amended and restated in its entirety as follows:

3.3 Franchise Fee. Rural/Metro shall pay to the County an annual franchise fee equal to \$500,000. Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual Franchise Fee. The annual

franchise fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager.

3. Communications Fee. Section 3.4 of the EMS Agreement is amended and restated in its entirety as follows:

3.4 County Communications Fee. Rural/Metro shall pay the County an annual communications fee equal to \$1,000,000. Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual County Communications Fee. The annual county communications fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager. Rural/Metro shall use County Communications in accordance with the terms of Exhibit "B."

4. Supplies. Effective January 1, 2016, Section 8.3 of the EMS Agreement is deleted in its entirety and shall be of no further force and effect. Within thirty (30) days of the Effective Date of this Amendment, Rural/Metro shall supply a detailed list of resupply items, including their brands and sizes, in sufficient detail to allow each first responder to continue to use those items in their 911 call responses.

5. EMS Training and Support Programs. Rural/Metro shall no longer be required under the EMS Agreement to pay for: (1) FirstWatch reporting and compliance utilities, (2) the TargetSolutions web-based EMS learning management system for EMTs and paramedics in the Santa Clara County EMS System, (3) transmission of 12-lead EKGs to STEMI receiving centers, (4) the ImageTrend ePCR system, and (5) the GPS Logic automatic vehicle location system used to communicate with County Communications on resource management. Rural/Metro shall work in good faith with the County to transition Rural/Metro staff from the ImageTrend ePCR system to the County's ePCR and data system.

6. Consolidation of Operations. Section 3.14 of the EMS Agreement is amended and restated in its entirety as follows:

3.14 Use of Emergency Resources. Rural/Metro shall maintain sufficient resources to satisfy Rural/Metro's obligations to the County under this Agreement, including, without limitation, meeting all Response Times.

7. Waiver of Liquidated Damages. Section 4.4.6 is added to the EMS Agreement as follows:

4.4.6 Waiver of Liquidated Damages. Any liquidated damages incurred under Section 4.4.2 of the Agreement by Rural/Metro in a given month in a particular zone shall be waived if Rural/Metro achieves a ninety-two percent (92%) response time compliance for each code of response in that zone, as adjusted for exemptions in accordance with the terms of this Agreement.

8. Notification of Governmental Investigations. Section 13.3 is added to the EMS Agreement as follows:

13.3 Notification of Governmental Investigations. Rural/Metro shall provide written notice to the County of any current, non-confidential investigation of Rural/Metro by any federal, state or local government. Rural/Metro shall provide such notice to the County within fifteen (15) days of becoming aware of any such investigation.

9. Entire Agreement; Amendment. The EMS Agreement, as amended by this Fifth Amendment, 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 Agreement, as amended by this Fifth Amendment, may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

10. Force and Effect. Except as modified by this Fifth Amendment, the terms and provisions of the EMS Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Fifth Amendment and the EMS Agreement as to the specific matters which are the subject of this Fifth Amendment, the terms and conditions of this Fifth Amendment shall govern and prevail.

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

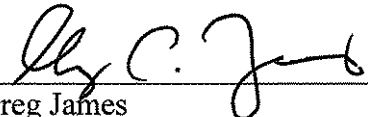
COUNTY OF SANTA CLARA

RURAL/METRO OF CALIFORNIA, INC.

By:

By:

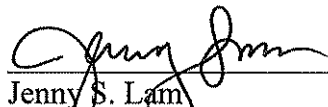
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Dave Cortese, President  
Board of Supervisors

  
\_\_\_\_\_  
Greg James  
Division President

Attest:

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Lynn Regadanz  
Clerk of the Board of Supervisors

Approved as to Form and Legality:

  
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Jenny S. Lam  
Deputy County Counsel

Attachment: Fifth Amendment to EMS Agreement (76205 : Approve Fifth Amendment to Contract with Rural/Metro for 911 Emergency