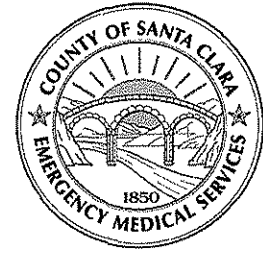


**County of Santa Clara
Emergency Medical Services System**



Emergency Medical Services Agency
976 Lenzen Avenue, Suite 1200
San Jose, CA 95126
408.885.4250 voice 408.885.3538 fax
www.sccemsagency.org

January 18, 2013

Michael P. DiMino
President
Rural/Metro of California, Inc.
9221 E. Via de Ventura
Scottsdale, AZ 85258

Dear Mr. DiMino:

This letter serves as official notification that Rural/Metro of California, Inc. ("Rural/Metro") has materially breached its Emergency Medical Services Agreement ("Agreement") with the County of Santa Clara ("County").

Pursuant to Section 14.1.12(b) of the Agreement, Rural/Metro's failure to meet the ninety percent (90%) response time requirements set forth in the Agreement in the same response code category for any two (2) reporting periods within any consecutive six (6) month period shall constitute a material breach of the Agreement.

Based on compliance summary reports provided to the County by Rural/Metro, Rural/Metro failed to meet the minimum response time compliance requirements for the following two reporting periods:

- October 2012 in Zone 1: Reported compliance of **89.57%** for emergency response classification (Red Lights & Siren).
- December 2012 in Zone 4: Reported compliance of **89.66%** for emergency response classification (Red Lights & Siren).

In accordance with Section 14.2 of the Agreement, if Rural/Metro submits a correction plan reasonably acceptable to the County within fifteen (15) days of this notice, Rural/Metro shall have up to sixty (60) days to cure the breach or provide evidence to the reasonable satisfaction of the County that a material breach did not occur.¹ If Rural/Metro does not submit a correction plan reasonably acceptable to the County within fifteen (15) days of this notice, Rural/Metro shall have up to thirty (30) days to cure the breach or provide evidence to the reasonable satisfaction of the County that a material breach did not occur.

¹ The second sentence of Section 14.2 states that Rural/Metro shall up have up to sixty (60) days to cure a material breach or provide evidence that a material breach did not occur *if* the breach is pursuant to **Section 14.1.2** and Rural/Metro submits a correction plan reasonable acceptable to the County within fifteen (15) days of the County's notice. The reference to Section 14.1.2 was a typographical error and was intended to be a reference to **Section 14.1.12**.

If Rural/Metro fails to cure the breach within the time allotted, the County may seek any remedy and exercise any right as described in Section 14.3 of the Agreement, as modified by the Second Amendment to the Agreement.

Please direct all written communications regarding this notification to:

Santa Clara County EMS Agency
Attn: EMS Director
976 Lenzen Avenue, Suite 1200
San Jose, CA 95126

Sincerely,



Michael Petrie
EMS Director

Copy:

Randy Skomsvold, VP – West Zone, Rural/Metro of California, Inc.
Mark Norman, Division General Manager, Rural/Metro – Santa Clara County Ambulance
Gary Graves, Chief Operating Officer, County Executive's Office
Dan Peddycord, Director, Public Health Department
Jenny Lam, Deputy County Counsel

Attachment:

- Rural/Metro Santa Clara – Compliance Summary Reports, December 2012
- Response Time Compliance Variance Letter to Mark Norman, dated November 19, 2012
- Rural/Metro Santa Clara – Compliance Summary Reports, October 2012