

FIRST AMENDMENT TO THE AGREEMENT FOR AMBULANCE AND EMERGENCY
MEDICAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (this "Amendment") is made and entered into this ____ day of June, 2014 (the "Effective Date") by and between Brown County, Texas, a political subdivision and body politic (hereinafter the "County"), Powell Professional of West Texas, LLC d/b/a Guardian EMS, a Texas limited liability company with its principal offices in Columbus, Texas ("Guardian EMS") and Allegiance Ambulance, a Texas limited liability company with its principal offices in Georgetown, Texas 78628 (hereinafter "Allegiance").

RECITALS

WHEREAS, the County and Guardian EMS originally entered into an Agreement for Ambulance and Emergency Medical Services dated January 1, 2011 (the "Agreement"); and

WHEREAS, Guardian EMS desires to assign its rights and obligations under the Agreement to Allegiance so that Allegiance is the sole 911 EMS provider for the County pursuant to the terms and conditions of the Agreement; and

WHEREAS, the parties agree that the current compensation paid to Guardian EMS will be paid to Allegiance through the end of the initial term of the Agreement, which ends on December 31, 2015, and that there will be no increase in the compensation, notwithstanding the existing language in the Agreement; and

NOW THEREFORE, in consideration of the agreements herein contained and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1.0 All terms utilized in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise indicated herein.

2.0 The parties acknowledge, consent and agree that Guardian EMS hereby assigns all its rights and obligations under the Agreement to Allegiance, effective on the Effective Date of this Amendment, that

May 19, 2014
(Exhibit #4)

Allegiance shall be the sole contractor under the Agreement and that Allegiance hereby assumes all rights and obligations as the contractor under the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that there is a typographical error in Section 5.01 - Term of the Agreement and that the original five (5) year term of the Agreement shall end on December 31, 2015 and not December 31, 2016.

3.0 The parties agree that the current compensation paid to Guardian EMS, \$11,124.00 per month, will be paid to Allegiance through the end of the initial term of the Agreement, which ends on December 31, 2015, and that there will be no increase in the compensation, notwithstanding the existing language in the Agreement.


4.0 Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

5.0 This Amendment shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6.0 This Amendment may be signed in counterparts, and by facsimile, each of which shall be an original document but all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized officers or representatives effective as of the Effective Date set out above.

BROWN COUNTY



E. Ray West, III County Judge

GUARDIAN EMS



Ricky Powell, Chief Executive Officer

ALLEGIANCE AMBULANCE



David Phillips, Chief Executive Officer