

AGREEMENT FOR SERVICES #120-PHD0006  
AMENDMENT III

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This Amendment III to that Agreement for Services #120-PHD0006, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Medical Priority Consultants, Inc., owned and operating as dba Priority Dispatch Corporation, a Utah Corporation duly qualified to conduct business in the State of California, whose principle place of business is 139 E. South Temple, Suite 500, Salt Lake City, Utah, 84111, and whose Agent for Service of Process is C. T. Corporation System, 818 West Seventh Street, Los Angeles, CA 90017 (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

**WHEREAS**, El Dorado County is currently utilizing three emergency medical services dispatch products, hereinafter referred to as "ProQA", "AQUA" and "Medical Cardset"; and

**WHEREAS**, County has contracted for on-going extended maintenance, updating, services and support of the ProQA product, the Medical Cardset product, and of the related AQUA quality control product licensed and installed at both the City of South Lake Tahoe Emergency Dispatch Center and the California Department of Forestry Emergency Dispatch Center at Camino effective April 1, 2000; and

**WHEREAS**, the parties hereto have mutually agreed to add "dba Priority Dispatch Corporation" to the name of the Consultant; and

**WHEREAS**, the parties hereto have mutually agreed to modify **Article X – Notice to Parties**, **Article XVI – Administrator**, and **Article XXI – Authorized Signatures**;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #120-PHD0006 shall be amended a third time as follows:

All references in the original agreement to the County "Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

The term "Consultant" in the Agreement and its amendments shall mean "Medical Priority Consultants, Inc., dba Priority Dispatch Corporation, a Utah Corporation duly qualified to conduct business in the State of California."

**Article X – Notice to Parties** shall be amended in its entirety to read as follows:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid.

Notices to County shall be addressed as follows:

**COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**MEDICAL PRIORITY CONSULTANTS, INC  
dba PRIORITY DISPATCH CORPORATION  
139 E. SOUTH TEMPLE, SUITE 500  
SALT LAKE CITY, UT 84111  
ATTN: ~~WILLIAM H. LLOYD, VICE PRESIDENT~~ <sup>APR</sup>  
Brent E. Hawkins, General Counsel**

or to such other location as Consultant directs.

**Article XVI – Administrator** shall be amended in its entirety to read as follows:

The County Officer or employee with responsibility for administering this Agreement is Richard Todd, Agency Administrator, Emergency Medical Services Agency, Health Services Department.

**Article XII – Authorized Signatures** shall be amended in its entirety to read as follows:

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

*Brent E. Hawkins* <sup>APR</sup>  
Consultant represents that ~~R. Sedgwick~~, Contract Manager, is fully authorized to execute this Agreement and any amendments on behalf of Consultant and to bind Consultant to the obligations  
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set forth herein and therein and County is relying on this representation as consistent with the parties' course of dealing in performing the obligations under this Agreement since its effective date in April 2000.

Except as herein amended, all other parts and sections of that Agreement #120-PHD0006 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Neda West Dated: 1-13-09  
Neda West, Director  
Health Services Department – Public Health Division

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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #120-PHD0006 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ron Briggs, Chairman  
Board of Supervisors  
"County"

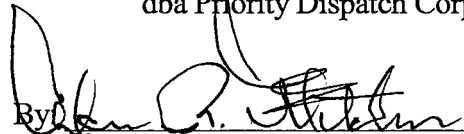
ATTEST:

*Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors*

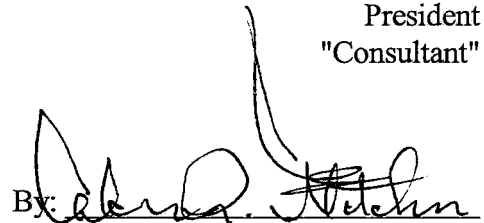
By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

MEDICAL PRIORITY CONSULTANTS, INC.  
dba Priority Dispatch Corporation

By:  \_\_\_\_\_

Alan Fletcher  
President  
"Consultant"

By:  \_\_\_\_\_  
Corporate Secretary

Dated: 1/28/09