

AGREEMENT FOR SERVICES #249-S1511  
AMENDMENT I

This Amendment I to that Agreement for Services #249-S1511, 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 National Medical Service, Inc., a Pennsylvania Corporation, doing business as NMS Labs, duly qualified to conduct business in the State of California, whose principal place of business is 3701 Welsh Road, Willow Grove, PA 19090 and whose Agent for Service of Process is Incorp Services, Inc. 5716 Corsa Ave Ste 110, Westlake Village, CA 91362-7354; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide selected forensic analysis and toxicology services for the El Dorado County Sheriff, Coroner’s Division, in accordance with Agreement for Services #249-S1511, dated April 7, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the not to exceed amount of said Agreement, hereby amending **Article III- Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article XII- Notice to Parties**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article XXIII- Administrator**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #249-S1511 shall be amended a first time as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as in Exhibit A.

Total amount of this Agreement shall not exceed \$135,000 for the two (2) year period.

**ARTICLE XII**

**Notice to Parties:** 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 and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Sheriff's Office  
300 Fair Lane  
Placerville, CA 95667  
ATTN: Matthew Foxworthy, Lieutenant

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667

Notices to Contractor shall be addressed as follows:

NATIONAL MEDICAL SERVICES, INC.  
3701 Welsh Road  
Willow Grove, PA 19090  
ATTN: Andrew Nolan, Vice-President of Finance

or to such other location as the Contractor directs.

### **ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Matthew Foxworthy, Lieutenant, Sheriff's Office, or successor

Except as herein amended, all other parts and sections of that Agreement #249-S1511 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Matthew Foxworthy  
Matthew Foxworthy  
Lieutenant  
Sheriff's Office

Dated: 9/14/16

**Requesting Department Head Concurrence:**


By: John D'Agostini  
John D'Agostini  
Sheriff

Dated: 10/17/16

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #249-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/25/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 10/25/16

-- CONTRACTOR --

NATIONAL MEDICAL SERVICES, INC.  
A PENNSYLVANIS CORPORATION

By:   
Pierre Cassigneul  
President  
"Contractor"

Dated: 9-16-16

By:   
Andy Nolan  
Assistant Treasurer

Dated: 9-16-16