

**National Medical Services, Inc.**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6850**

**THIS FIRST AMENDMENT** to that Agreement for Services #6850 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 Services, Inc., a Pennsylvania Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 200 Welsh Road, Horsham, PA 19044, and whose Agent for Service of Process is InCorp Services, Inc., 5716 Corsa Ave. Suite 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's Office Coroner Division pursuant to Agreement for Services #6850, dated 10/11/2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$150,000.00, amending **ARTICLE III, Compensation for Services**,

**WHEREAS**, the parties hereto desire to amend the Agreement to revise the Indemnity language, replacing **ARTICLE XV. Indemnity**;

**WHEREAS**, the parties hereto desire to amend the Agreement to revise the language, replacing the Conflict of Interest section, amending **ARTICLE XIX Conflict of Interest**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraph three of the Agreement is amended in its entirety to read as follows:

**ARTICLE III, Compensation for Services**: The total amount of this Agreement, as amended, shall not exceed \$340,000.00 inclusive of all costs and expenses.

- II. **ARTICLE XV, Indemnity**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- III. **ARTICLE XIX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:


1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

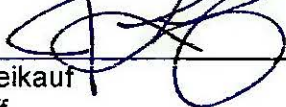
Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #6850 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 10/20/24  
Ed Falkenstein  
Captain  
Sheriff's Office

**Requesting Department Head Concurrence:**

By:  A-2 Dated: 10/23/24  
Jeff Leikauf  
Sheriff  
Sheriff's Office

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6850 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas Dated: 12-3-24

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kim Dawson Dated: 12-3-24  
Deputy Clerk

-- National Medical Services, Inc. --

By: J. Lin Dated: 10/30/2024  
President  
"Contractor"

By: David Delia Dated: 10/29/2024  
CFO

**National Medical Services, Inc.**  
**Exhibit B**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ x \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ x \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/30/2024  
Date

National Medical Services, Inc.  
Type or write name of company

  
Signature of authorized individual

Eric Rieders  
Type or write name of authorized individual