

# ORIGINAL

## AGREEMENT FOR SERVICES #325-S1710 (FENIX #4488) AMENDMENT I

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This Amendment I to that Agreement for Services #325-S1710 (also known as Agreement for Services #4488), is 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 Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, a Nevada Corporation, now owned and operating as Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, whose principle place of business is 600 W. 2nd Street, Reno, NV 89503 (mailing: P. O. Box 2462, Reno, NV 89505) and whose Agent for Service of Process is Kim Kandaras, 230 Vine Street, Reno, NV 89503 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby was engaged by County under Agreement for Services #325-S1710 to provide mortuary, burial, and/or cremation services, on an "as requested" basis, necessary for the disposition of the remains of indigent persons who die in the State of Nevada but who are determined, by authorized County of El Dorado personnel, to be residents of the County of El Dorado, for the Health and Human Services Agency, in accordance with Agreement for Services #325-S1710, dated February 16, 2017, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby was acquired by Integrity NV Funeral Service, Inc., effective November 22, 2019; and

**WHEREAS**, Integrity NV Funeral Service, Inc., has requested that the County accept work under the Agreement for Services #325-S1710 (also known as Agreement for Services #4488); and

**WHEREAS**, Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to November 22, 2019 under the terms and conditions of Agreement for Services #325-S1710 (also known as Agreement for Services #4488), as approved by the Purchasing Agent and executed on February 16, 2017, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, acknowledges and agrees that all existing indemnity and insurance obligations of Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, will remain in full force and effect for services performed prior to

November 22, 2019, for the duration of the Agreement for Services #325-S1710 (also known as Agreement #4488) and as thereafter required by Agreement #4488; and

**WHEREAS**, Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby will assume all of Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #325-S1710 (also known as Agreement #4488); and

**WHEREAS**, the parties hereto have determined and agreed to amend #325-S1710 (also known as Agreement #4488); and

**WHEREAS**, County will accept this Amendment I on the condition that Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby fulfill the terms and conditions of this Amendment I to Agreement for Services #325-S1710 (also known as Agreement #4488); and

**WHEREAS**, the parties hereto mutually agree to amend and replace **Article II – Term**, **Article XIII – Notice to Parties**, and **Article XXVI – Administrator**.

**NOW, THEREFORE**, the parties agree to the assignment of the subject Agreement from Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby to Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby, effective November 22, 2019, and that Integrity NV Funeral Service, Inc., dba Walton's Funerals and Cremations – O'Brien-Rogers assumes all duties, covenants and obligations of Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby under this Agreement and is responsible for performing all services required under Agreement for Services #325-S1710, as amended, effective November 22, 2019, in accordance with all terms and conditions as defined in the Agreement, and Walton's Inc., doing business as Walton's Funerals and Cremations – O'Brien-Rogers & Crosby shall remain liable, jointly and severally, for all work performed prior to November 22, 2019, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of November 22, 2019 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #325-S1710 (also known as Agreement for Services #4488) shall be amended a first time to read as follows:

1. Article II – Term is replaced in its entirety as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of February 16, 2017 and shall terminate on June 30, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

2. Article XIII – Notice to Parties is replaced in its entirety as follows:

**ARTICLE XIII**

**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.

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Integrity NV Funeral Service, Inc.  
dba Walton's Funerals and Cremations – O'Brien-Rogers & Crosby  
P. O. Box 2462  
Reno, NV 89505  
ATTN: Rick Noel, President

or to such other location as the Contractor directs.

3. Article XXVI – Notice to Parties is replaced in its entirety as follows:

**ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Timalynn Jaynes, Income Maintenance Program Manager, Health and Human Services Agency, or successor.

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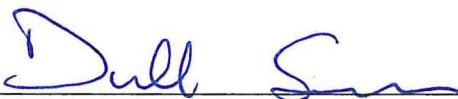
Except as herein amended, all other parts and sections of this Agreement for Services #325-S1710 (also known as Agreement for Services #4488) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Timalynn Jaynes  
Program Manager  
Health and Human Services Agency

Dated: 1-6-20

**Requesting Department Head Concurrence:**

By:   
Don Semon  
Director  
Health and Human Services Agency

Dated: 1-10-20

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement #325-S1710 (also known as Agreement for Services #4488) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

Dated: 2-4-20  
By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:  Deputy Clerk  
Dated: 2-4-20

**-- CONTRACTOR --**

INTEGRITY NV FUNERAL SERVICE, INC.  
DBA WALTON'S FUNERALS AND CREMATIONS – O'BRIEN-ROGERS & CROSBY  
(A NEVADA CORPORATION)

By:   
Rick Noel  
President  
"Contractor"  
Dated: 12-19-19

By:   
Kim Kandaras  
Secretary  
Dated: 12/19/19