

# AGREEMENT FOR SERVICES #214-S1710 AMENDMENT I

This Amendment I to that Agreement for Services #214-S1710, 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, 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 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 #214-S1710, dated November 15, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement one additional year, hereby amending Article II: Term; 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 change the contract administer of said Agreement, hereby amending Article XII: Notice to Parties and Article XXIII: Administrator; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #214-S1710 shall be amended a first time as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2016 through October 31, 2018

### 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 \$190,000 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: Bryan Golmitz, Captain

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 Bryan Golmitz, Captain, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #214-S1710 shall remain unchanged and in full force and effect.

# **Requesting Contract Administrator Concurrence:**

Bry Golmit

Captain

Sheriff's Office

Dated: 9/25/17

**Requesting Department Head Concurrence:** 

John D'Agostini

Sheriff

Dated

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #214-S1710 on the dates indicated below.

## -- COUNTY OF EL DORADO --

EL DORADO	
Dated:	10/24/2017
Ву:	4.111
<del>2100</del>	Chair Board of Supervisors "County"
101	VL/ 2017

(Amendment I 214-S1710)

## -- CONTRACTOR --

NATIONAL MEDICAL SERVICES, INC. A PENNSYLVANIA CORPORATION

Clerk of the Board of Supervisors

ATTEST: |
James S. Mitrisin

(KGA)

By:	Pierre Cassigneul President "Contractor"	Dated:	8/29/2017
Ву:	Andrew Nolah Assistant Treasurer	Dated:	8-29-17