

Dario Mancio

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #381-S1611

THIS FIRST AMENDMENT to that Agreement for Services #381-S1611, 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 Dario Mancio, a sole proprietor, duly qualified to conduct business in the State of California, whose principal place of business is 3960 Cedar Ravine Road, Placerville, California 95667 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to assist its Community Development Services, Administration and Finance Division, Cemeteries Unit, to provide on-call interment and disinterment services, marker, vase, and nameplate placement services, gardening services, and minor repair services at County-operated cemeteries, pursuant to Agreement for Services #381-S1611, dated April 5, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as Agreement);

WHEREAS, the parties hereto desire to amend the Agreement to extend the term, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update County invoice recipient, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend **ARTICLE XVII, Notice to Parties**, to update County's notice recipients;

WHEREAS, the parties hereto desire to amend the Agreement to update County Contract Administrator, amending **ARTICLE XXXIII, Contract Administrator**;

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 for Services #381-S1611 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Community Development Services, Administration and Finance.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on December 31, 2019.

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

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn: Cemetery Operations

or to such other location as County directs.

IV. ARTICLE XVII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Creighton Avila
Cemetery Director
Deputy Chief Administrative Officer

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Dario Mancio
3960 Cedar Ravine Road
Placerville, California 95667

or to such other location as Consultant directs.

- V. **ARTICLE XXXIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Creighton Avila, Cemetery Director, Deputy Chief Administrative Officer, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #381-S1611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Creighton Avila
Cemetery Director
Deputy Chief Administrative Officer

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #381-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- CONTRACTOR --

By: _____

Dated: _____

Dario Mancio
"Contractor"