

AGREEMENT FOR SERVICES #042-S1611 (#84)
AMENDMENT I

This Amendment I to that Agreement for Services #042-S1611 (#84) 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 Michael C. Berry, M.D., an individual, duly qualified to conduct business in the State of California, whose principal place of business is 1000 Fowler Way, Suite 4, Placerville, CA 95667 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide selected pathology and related services in Placerville and South Lake Tahoe for the Sheriff's Office, Coroner Division; in accordance with Agreement for Services #042-S1611 (#84) dated July 21, 2015 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of services of said Agreement, hereby amending **ARTICLE III, Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIV, Notice to Parties** and **ARTICLE XXV, Contract Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #042-S1611 (#84) shall be amended a first time as follows:

ARTICLE III is hereby amended to read as follows

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant 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 in accordance with Exhibit "B", marked "Compensation", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$523,000.

ARTICLES XIV and XXV are hereby amended to read as follows

ARTICLE XIV

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.

ARTICLE XXV

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 #042-S1611 (#84) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Bryan Golmitz
Captain
Sheriff's Office

Dated: _____

Requesting Department Head Concurrence:

By: _____
John D'Agostini
Sheriff

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #042-S1611 (#84) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

By: _____
Michael C. Berry, M.D., individually
"Consultant"

Dated: _____

(SJT)

(#042-S1611 [#84] Amd I)