

ORIGINAL

AGREEMENT FOR SERVICES #804-S0911 AMENDMENT I

THIS AMENDMENT I to that Agreement for Services #804-S0911 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and William J. Gilles, 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, William J. Gilles, M.D., an individual, has been engaged by County to provide selected pathology and related services in Placerville and South Lake Tahoe for the Sheriff's Office pursuant to Agreement for Services #804-S0911 dated June 2, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, William J. Gilles, M.D. has requested that the County accept work under the Agreement by Michael Berry, M.D., and agrees that County will pay Michael Berry, M.D., for services provided herein; and

WHEREAS, Michael Berry, M.D. will assume all Consultant's duties, responsibilities and obligations under the terms and conditions of Agreement #804-S0911, incorporated herein and made by reference a part hereof; and

WHEREAS, this Amendment I to the Agreement, as requested by William J. Gilles, M.D. and Michael Berry, M.D. will not alter or delay the scheduled services under the Agreement nor result in an increase in the agreed compensation; and

WHEREAS, County will accept this Amendment I on condition that Michael Berry, M.D. shall fulfill the terms and conditions of this Amendment I, and the original Agreement for Services #804-S0911;

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from William J. Gilles, M.D. to Michael Berry, M.D. effective upon full execution of this Amendment I; and that Michael Berry, M.D. assumes all duties, covenants and obligations of the Consultant under

Agreement #804-S0911, and is responsible for executing the work after the effective date, in accordance with all terms and conditions as defined in the original Agreement identified as Agreement for Services #804-S0911. Additionally, all parties do hereby agree that Agreement for Services #804-S0911 shall be amended a first time to read as follows:

ARTICLE IX

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 registered. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTENTION: BRYAN GOLMITZ

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
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:


MICHAEL BERRY, M.D.
1000 FOWLER WAY, SUITE 4
PLACERVILLE, CA 95667

or to such other location as the Contractor directs.

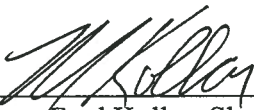
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Except as herein amended, all other parts and sections of Agreement for Services #804-S0911 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 8/17/2010
Bryan Golmitz, Lieutenant
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 8-18-10
Fred Kollar, Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #804-S0911 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

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

Dated: 8-25-10

-- ASSIGNOR --

By: William J. Gilles
William J. Gilles, M.D., individually
"Assignor"

Dated: 8-20-10