

AGREEMENT FOR SERVICES #2402  
AMENDMENT II

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This Amendment II to that Agreement for Services #2402 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 Michael C. Berry, M.D., an individual, duly qualified to conduct business in the State of California, whose principal place of business is 1189 Elderberry Circle, Folsom, CA 95630, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations in accordance with Agreement for Services #2402 dated April 3, 2018, and Amendment I, dated September 29, 2020, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III, Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XXV, Administrator**.

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #2402 shall be amended a second time as follows:

ARTICLE III, paragraph 3 is hereby amended to read as follows:

**ARTICLE III**

Total amount of this Agreement shall not exceed \$2,000,000.


ARTICLE XXV is amended to read as follows:

**ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Captain Ed Falkenstein, or successor.


Except as herein amended, all other parts and sections of that Agreement #2402 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_  
Ed Falkenstein  
Captain  
Sheriff's Office

Dated: 10.12.22

**Requesting Department Head Concurrence:**

By:  \_\_\_\_\_  
John D'Agostini  
Sheriff

Dated: 10/14/22

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #2402 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12-12-22

By: Rori Parlin  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kueper  
Deputy Clerk

Dated: 12-12-22

-- CONTRACTOR --

By: Michael C. Berry  
Michael C. Berry M.D., individually  
"Contractor"

Dated: 12/12/22

EXHIBIT "B" (Revised)  
COMPENSATION

County shall pay the Consultant as follows:

Medical Record Evaluation	\$80.00 per service
External Examination with Toxicology	\$250.00 per service
Routine Autopsy (through 07/31/18)	\$800.00 per service
Routine Autopsy (08/01/18- 07/30/23)	\$1000.00 per service
Routine Autopsy (08/01/23 – 06/30/25)	*

\*Percentage increase to be mutually agreed upon prior to July 1, 2023.

Services to be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. If the Coroner requests an after-hours service, the Consultant shall be reimbursed \$180.00 per hour in addition to the normal charge for service listed above.

Additional services:

Court Testimony	\$180.00 per hour
Conferences	\$180.00 per hour
Liaison	\$180.00 per hour
Pre-Trial Conferences	\$180.00 per hour
Exhumations	\$180.00 per hour