

MICHAEL C. BERRY, M.D.

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #2402

THIS FOURTH AMENDMENT to that Agreement for Services #2402 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 4373 Town Center Blvd. #1238 El Dorado Hills, CA 95672 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor 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 #2402, dated May 1, 2018, 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 expiration date one (1) additional year and a half to December 31st, 2026, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$600,000.00, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to add the Levine Act Statement, amending **ARTICLE XVIII, Conflict of Interest**, and adding **Exhibit C**;

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 Fourth Amendment to Agreement on the following terms and conditions:

- I. The first sentence of **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 the parties hereto and shall cover the period of May 1, 2018, through December 31, 2026.

- II. The third paragraph of **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: The total amount of this Agreement, as amended, shall not exceed \$2,600,000.00, inclusive of all costs and expenses.

- III. **ARTICLE XVIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in **ARTICLE XI, Default, Termination, or Cancellation**.


Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California

Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

- IV. The amended Exhibit B, attached hereto and incorporated herein, shall apply to all obligations incurred under the Agreement beginning July 1, 2025 through the termination date of the Agreement. All references to Exhibit B in the Agreement shall refer to the amended Exhibit B for obligations incurred during that period.


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

Requesting Contract Administrator Concurrence:

By:  _____
Ed Falkenstein
Captain
"Sheriff's Office"

Date: 4/1/25

Requesting Department Head Concurrence:

By:  _____
Jeff Leikauf
Sheriff
"Sheriff's Office"

Date: 3/31/25

--COUNTY OF EL DORADO--

By: _____

Board of Supervisors
"County"

Dated: _____

4-29-25

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

4-29-25

-- MICHAEL C. BERRY M.D. --

By: _____

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

Dated: _____

3/21/25

**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 (07/01/25- 12/31/26)	\$1250.00 per service

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

MICHAEL C. BERRY, M.D.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

3/21/15
Date


Signature of authorized individual

Type or write name of company

Michael C Berry MD
Type or write name of authorized individual