

AGREEMENT FOR SERVICES #2402  
AMENDMENT I

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This Amendment I 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 1000 Fowler Way, Suite 4, Placerville, CA 95667, (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 incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE II, Term**; 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**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **EXHIBIT B, COMPENSATION**.

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

**ARTICLE II** is hereby amended to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of May 1, 2018 through June 30, 2025. All previously existing agreements between the parties including, Agreement #042-S1611 (#84), shall be terminated as of May 1, 2018.

**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. The Routine Autopsy rate from August 1, 2023 – June 30, 2025 will include a cost of living increase by a percentage mutually agreed upon by both parties, to be memorialized in a side letter executed in writing by both parties.

Total amount of this Agreement shall not exceed \$1,385,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

El Dorado County Sheriff's Office  
Attention: Fiscal Division  
200 Industrial Drive  
Placerville, CA 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

**ARTICLE XXV** is amended to read as follows:

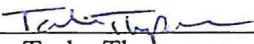
#### **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Captain Tasha Thompson or successor.

**EXHIBIT B** is amended by replacing the original Exhibit B with the revised Exhibit B attached hereto and incorporated herein.


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:   
Tasha Thompson  
Captain  
Sheriff's Office

Dated: 9/10/2020

**Requesting Department Head Concurrence:**

By:   
John D'Agostini  
Sheriff

Dated: 9/9/20

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: 9/29/2020

By: Birk Veerkamp  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Dated: 9/29/2020

-- CONTRACTOR --

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

Dated: 9/9/20

(tcd)

(#2402, Amd I)