

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND DAN PURTZER, M.D.**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, through the Shasta County Sheriff's Office ("Sheriff-Coroner") and Dan Purtzer, M.D., ("Consultant") for the purpose of providing autopsy services.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on May 23, 2013 to provide for autopsy and related services ("Agreement"); and

WHEREAS, the Original Agreement was amended on October 30, 2014, to increase compensation from \$100,000 to \$125,000.

WHEREAS, the Original Agreement and the First Amendment shall be referred to as the Agreement; and

WHEREAS, County and Consultant desire to amend the Agreement to extend the term of the agreement and to increase the amount of compensation payable to Consultant by \$25,000 to a new maximum of \$150,000;

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3, COMPENSATION, paragraph B is amended as of the effective date of this Second\ Amendment to read as follows:

B. County shall pay to Consultant a maximum of \$150,000 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$150,000.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of July 31, 2016.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR
County Counsel

Adam M. Pressman 2/21/17
By: Adam M. Pressman
Senior Deputy County Counsel

By: James Johnson 02/21/17
James Johnson
Risk Management Analyst II

CONSULTANT

Date: 2/14/17

By: Dan Purtzer
Dan Purtzer, M.D.

Tax I.D.#: On-File