

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.tehama.gov

Date: April 21, 2025

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF: SEAN HOUGHTBY

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature pages** referenced and attached to this memo.

18. SHERIFF'S OFFICE - Sheriff Dave Kain

25-0574

a) AGREEMENT - Approval and authorization for the Sheriff and the Chairman to sign Amendment No. 1 to the Agreement with Bennet Omalu Pathology (Misc. Agree. #2025-49) increasing the "not-to-exceed" amount to \$100,000 per year, effective 3/1/25 through 2/29/28.

Enactment No: MISC. AGR 2025-089

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL - AUDITOR'S OFFICE

**AMENDMENT #1
TO THE 2025 AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND BENNET OMALU PATHOLOGY**

This Amendment No. 1 to Agreement Number 2025-49 (the “Original Agreement”), with an effective date of March 4, 2025, by and between the County of Tehama, through its Sheriff’s Office (County) and Bennet Omalu Pathology (Contractor) for the resolution of claim exceeding the expired contract’s “not-to-exceed” amount and for provision of clause to address potential costs overruns in an agreement for forensic pathology services which shall be amended as follows

The Original Agreement is hereby amended as follows:

3: COMPENSATION

3.1 Contractor shall be paid in accordance with the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference, after satisfactorily completing the duties described in this Agreement.

3.2 Maximum Compensation payable under this agreement shall not exceed \$100,000.00 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein.

3.3 The amounts paid in accordance with this Subdivision 3.3 shall not go towards any determination whether the Maximum Compensation has been exceeded. Contractor shall be paid up to \$6,000 for services rendered under Agreement 2018-65 which as invoiced would exceed the Maximum Compensation therein. This amendment shall completely resolve all claims and disputes existing prior to March 4, 2025, which are currently known to the parties.

3.4 Contractor shall notify County in the manner specified in Section 18 when the total amount invoiced in a single year reaches 85% of the Maximum Compensation. This notice shall occur with service of the invoice in which the 85% mark has been reached.

3.5 If by the final month of the term of this agreement County has not been invoiced 85% or more of the Maximum Compensation for that final year and the invoice amount for the last month of the term brings the total amount invoiced for the year in excess of the Maximum Compensation by an amount not more than 10% of the Maximum Compensation for that year, County shall pay the full amount invoiced for that last month without need for any additional amendment of this Agreement. Otherwise, Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth

above. Additionally, if Contractor fails to provide notice that the total amount invoiced in a single year reaches 85% of the Maximum Compensation when the total amount invoiced has reached 85% or more of the Maximum Compensation for the final year before the last month's invoice, Contractor shall have no claim against County for payment of any compensation or reimbursement for any amount that exceeds the Maximum Compensation even if the service claimed was provided by the Contractor during the term of this Agreement.

3.6 Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County.

3.7 Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

3.8 This Section 3. shall survive the expiration or other termination of this Agreement.

1. All other terms and conditions of the Original Agreement shall remain in effect unchanged during the term of the Agreement.
2. This Amendment, together with the Original Agreement, constitute the entire Agreement of the parties and supersede all previous agreements, writing and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement. This Amendment and the Original Agreement may not be further modified except in a writing signed by both parties.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 4/23/25

COUNTY OF TEHAMA

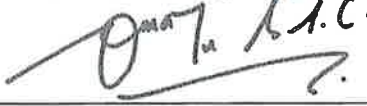

Dave Kain, Sheriff-Coroner

Date: APR 15 2025

COUNTY OF TEHAMA


Chairman, Board of Supervisors

Date: 04/02/25



Bennet Omalu, M.D.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology.

Document Description: Amendment #1 to Agreement for Forensic Pathology Services

APPROVED AS TO FORM:


Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 4/2/25



Tehama County Minutes Certification

File Number: 25-0574

Enactment Number: MISC. AGR 2025-089

18. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0574

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RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-089

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/15/2025.

Attest:

A handwritten signature in black ink, appearing to read "Sean Houghtby", written over a horizontal line.

Deputy

April 21, 2025

Date Certified