

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND BENNET OMALU PATHOLOGY**

The Agreement Number 2025-49 with an effective date of March 4, 2025 was entered into between the County of Tehama, through its Sheriff's Office, ("COUNTY") and Bennet Omalu Pathology ("CONTRACTOR"), for pathology services, the resolution of a claim exceeding the expired contract's "not-to-exceed" amount, and the provision of clause to address potential costs overruns in an agreement for forensic pathology services and which was amended with Amendment No. 1, with an effective date of April 23, 2025 (Agreement Number 2025-89) (Collectively the original agreement and Amendment no. 1 are referred to as "AGREEMENT").

Pursuant to Section 7. of the AGREEMENT subdivisions 3.3 and 3.5 of said agreement are hereby amended as follows:

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 \$10,000 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 related to the services provided under Agreement 2018-65.

3.5 In the case in which the AGREEMENT is terminated or the term of the agreement has passed and the Contractor has satisfactorily completed work while the AGREEMENT was still effective but the total amount of cost of the completed work is above the Maximum amount identified in the AGREEMENT. The Tehama County Purchasing Agent may pay any additional amount by way of a separate Purchase Order as long as the amount of the Purchase Order is less than the total annual aggregate amount authorized in Ordinance No.°2125.

All other terms, conditions, and provisions of the AGREEMENT shall remain unchanged.

The AGREEMENT and this Amendment No. 2 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 2 and the AGREEMENT, the provisions of this Amendment No. 2 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to Section 7 of the Modified Agreement.

<<Signature Page Follows This Page>>

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

COUNTY OF TEHAMA

Date: _____

Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____

Chairman, Board of Supervisors

Date: 06/17/2025



Bennet Omalu, M.D.