



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12738

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or his designee to sign Amendment #2 to a Standard Agreement on behalf of the Sheriff's Office with Dr. Venus Azar to provide coroner services, post-mortem examinations and autopsy reports in an amount not to exceed \$825,000; and
- b. Authorized the Contracts/Purchasing Officer or his designee to sign one (1) amendment to the agreement where the amendment does not exceed 10% (\$40,000) of the original contract, for a maximum not to exceed amount of \$865,000, and the amendment does not significantly change the scope of work.

PASSED AND ADOPTED on this 15th day of September 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on September 15, 2015.

Dated: September 15, 2015
File ID: 15-0959

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & DR. VENUS AZAR**

THIS AMENDMENT is made to the AGREEMENT for Coroner services, post mortem examinations and autopsy report services by and between **DR. VENUS AZAR**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on 05/27/2015 to add an additional year to the contract, and

WHEREAS, the County now wishes to amend the AGREEMENT to add sufficient funding for the additional one year time period.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$825,000."*
2. Section 14., "NOTICES." shall be amended by removing "Cmdr. Teeter" and "831-755-3767" and replacing it with "Commander Matthew Luther" and "831-755-3760".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 1, 2014.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

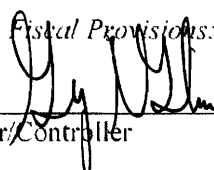
Contracts/Purchasing Officer

By: Venus Azar, MD
Signature of Chair, President, or
Vice-President

Dated: _____

Venus Azar, MD
Printed Name and Title

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 8/17/15

Dated: _____

8-21-15

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

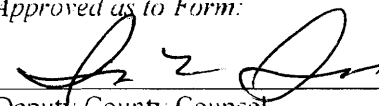
Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: _____

8/20/2015

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & DR. VENUS AZAR**

THIS AMENDMENT is made to the AGREEMENT for Coroner services, post mortem examinations and autopsy report services by and between **DR. VENUS AZAR**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on 05/27/2015 to add an additional year to the contract, and

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3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 1, 2014.

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**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & Dr. Venus Azar**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Coroner Services for the Monterey County Sheriff by and between **Dr. Venus Azar**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.


NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **July 1, 2014 to June 30, 2015** unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from **July 1, 2015 to June 30, 2016** unless sooner terminated pursuant to the terms of this Agreement".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated July 1, 2014.

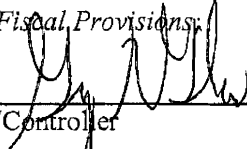
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Deputy Contracts/Purchasing Officer

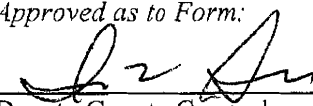
Dated: 5/27/15

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 5-27-15

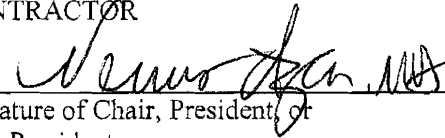
Approved as to Liability Provisions:

Risk Management
Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 5/19/2015

CONTRACTOR

By: 
Signature of Chair, President, or
Vice-President

Venus Azar, MD.
Printed Name and Title

Dated: May 1, 2015

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.