

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
FULTON COUNTY AND STACEY DESAMOURS**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into an Agreement with Stacey Desamours, MD ("Dr. Desamours"), whereby the County contracted with Dr. Desamours to provide part-time or intermittent forensic autopsy services for the Fulton County Medical Examiner's Office (hereinafter, "FCME") to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature;

WHEREAS, pursuant to O.C.G.A. § 45-16-80, the County oversees the governance of the office of the medical examiner;

WHEREAS, the County believes that pursuant to its original and exclusive jurisdiction over "the promotion of health" (see O.C.G.A. § 36-5-221), the County's residents will be well served by this expertly trained physician who will provide part-time or intermittent forensic autopsy services to ensure the FCME's uninterrupted operations;

WHEREAS, the County and Dr. Desamours wish to extend the subject contract, with all terms and conditions unchanged, through and until December 31, 2021; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and Dr. Desamours agree as follows:

This Extension No. 1 to Form of Independent Contractor Agreement between Fulton County and Stacey Desamours is effective as of the 1st day of January, 2021, by and between the County and Dr. Desamours, with the agreement that all duties, obligations and services specified will be performed in accordance with the Agreement between the parties and this Extension No. 1 to the form of said Agreement for an additional twelve (12) month period, with this extension ending as of the 31st day of December, 2021.

1. **PARTIES' RESPONSIBILITIES:** The parties shall continue to abide by their responsibilities as outlined in the Agreement between the parties, except as to **Article III – Compensation for Services, Paragraph 3.0**, which shall be amended to read as follows:

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of **\$2,000** per day to be paid by Fulton County.

2. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Independent

Contractor Agreement between Fulton County and Stacey Desamours shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Dr. Desamours.

4. **EFFECT OF EXTENSION NO. 1 THE AGREEMENT:** Except as modified by this Extension No. 1 to Form of Independent Contractor Agreement between Fulton County and Stacey Desamours, the Agreement shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Extension No. 1 to Form of Independent Contractor Agreement between Fulton County and Stacey Desamours to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

STACEY DESAMOURS, M.D

Robert L. Pitts
Chairman

NAME

ATTEST:

Tonya Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO CONTENT:

Dr. Karen E. Sullivan
Interim Medical Examiner

APPROVED AS TO FORM:

Office of the County Attorney

ITEM#: _____ RCS: _____
REGULAR/RECESS MEETING