

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
FULTON COUNTY AND MELISSA SIMS-STANLEY**

**W I T N E S S E T H**

**WHEREAS**, Fulton County ("County") entered into an Agreement with Melissa Sims-Stanley, MD ("Dr. Sims-Stanley"), whereby the County contracted with Dr. Sims-Stanley 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. Sims-Stanley 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. Sims-Stanley agree as follows:

This Extension No. 1 to Form of Independent Contractor Agreement between Fulton County and Melissa Sims-Stanley is effective as of the 1<sup>st</sup> day of January, 2021, by and between the County and Dr. Sims-Stanley, 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 31<sup>st</sup> 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 Melissa Sims-Stanley 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. Sims-Stanley.
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 Melissa Sims-Stanley, 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 Melissa Sims-Stanley 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**

**MELISSA SIMS-STANLEY, 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

<b>ITEM#:</b> _____ <b>RCS:</b> _____
<b>REGULAR/RECESS MEETING</b>