

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND THE
UNIVERSITY OF THE PACIFIC McGEORGE SCHOOL OF LAW FOR
HEARING OFFICER SERVICES**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and the University of the Pacific McGeorge School of Law, ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on July 1, 2016, to provide for Hearing Officers for administrative hearings ("Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to clarify the scope of services and responsibilities of Contractor, compensation, the term of the Agreement, and notices.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 1, RESPONSIBILITIES OF CONTRACTOR, of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement:

- A. When requested by County, Contractor shall, during the term of this agreement assign a Hearing Officer pursuant to Chapter 2.49 of the Shasta County Code. The Hearing Officer shall preside over and conduct hearings as identified in Chapter 2.49 of the Shasta County Code pursuant to the hearing procedures adopted by the Shasta County Board of Supervisors pursuant to Resolution 95-93, attached hereto and incorporated herein as Exhibit A, hear and consider the evidence, and prepare necessary findings and orders.
- B. With respect to solid waste hearings, assign a Hearing Officer who shall, pursuant to Resolution 2008-052, preside over and conduct Solid Waste Hearings in accordance with Resolution 2008-052, hear and consider the evidence, and prepare necessary findings and orders. Resolution 2008-052 is attached hereto and incorporated herein as Exhibit B.
- C. When jointly requested by County and any Shasta County Bargaining Unit ("Unit") which, in accordance with their respective Memorandum of Understanding, provides the option to appeal intermediate disciplinary

action with an appeal hearing conducted and presided by a Hearing Officer, Contractor shall, during the term of this agreement, assign a Hearing Officer who shall conduct and preside over employee appeal hearings of Intermediate Disciplinary Actions of Unit employees only pursuant to Article 16, or any successor provision, of a valid Memorandum of Understanding or other enforceable terms and conditions between the County of Shasta and Unit. The assigned Hearing Officer shall hear and consider the evidence and shall make a determination, in writing in the form of an advisory opinion to the Shasta County Board of Employee Appeals, which shall include findings and an order and shall state whether to sustain, reject, or modify the intermediate discipline imposed against the employee (hereinafter "advisory opinion"). Intermediate disciplinary appeals hearings, as described in this section, are not binding for a Unit with a separate, established agreement.

- D. Following each hearing, Contractor's assigned Hearing Officer shall endeavor to render its findings, orders, or advisory opinions as promptly as reasonably possible, provided that if an expedited findings, orders, or advisory opinions is requested by County and/or Unit in advance of or at the disciplinary hearing, the Hearing Officer shall endeavor to issue its findings, orders, or advisory opinions no later than 5 business days from the closing of the record.
- E. For all other findings, orders, and advisory opinions, the Contractor's assigned Hearing Officer shall endeavor to issue those findings, orders, or advisory opinions within 21 calendar days from closing of the record, unless otherwise agreed to by County and Unit.
- F. When requested by County or other party in an administrative hearing and agreed to by Contractor, Contractor shall hear cases through WebEx or other mutually agreed video conference program. For cases heard through WebEx or such video conferencing program, Contractor shall maintain audio record of all such proceedings, unless otherwise agreed to in writing by the Parties.

II. Section 3, COMPENSATION, of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

- A. For the services in this agreement, Contractor shall be paid:
 - i. \$180 per hour for the period of July 1, 2016 through June 30, 2017;
 - ii. \$220 per hour for the period starting July 1, 2017.

The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs.

B. Travel time will be paid at the following rates:

- i. \$80 per hour for the period of July 1, 2016 through June 30, 2017 (not to exceed \$400 round trip);
- ii. \$110 per hour for the period starting July 1, 2017 (not to exceed \$550 round trip).

In addition to the hourly travel rate, Contractor will be paid mileage at the allowable Internal Revenue Service (IRS) rate at the time the travel is conducted. Accommodations and per diem, if necessary, must be preapproved by County

C. In no event whatsoever shall the maximum compensation payable under this agreement exceed \$180,000.

III. Section 5, TERM OF AGREEMENT, of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 5. TERM OF AGREEMENT.

The term of this agreement shall commence on July 1, 2016 and shall end June 30, 2017. County may exercise two one-year options to renew after the initial term, under the same terms and conditions, subject to the Contractor's agreement, by notifying Contractor of such exercise, in writing, 30 days before the end of the then term.

IV. The following subsection is added to Section 6, TERMINATION OF AGREEMENT, of the Agreement as follows:

G. County or Contractor may terminate this agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to Contractor and is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause.

V. Section 19, NOTICES, of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 19. NOTICES.

A. Except as provided in section 6.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provision of this agreement shall be given to the

appropriate Party(s) at the address specified below or at such other address as the Party(s) shall specify in writing Such notice shall be deemed given: (1) upon personal deliver; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County
County Executive Officer
County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001

If to Contractor: James Uchizono
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211

And to: Andrew Walker
University of the Pacific
3200 Fifth Avenue
Sacramento, CA 95817

VI. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

VII. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

VIII. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

Date: _____

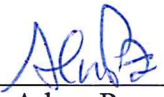
COUNTY

David Kehoe, Chairman
Board of Supervisors
County of Shasta, State of California


ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

 1/20/17
By: Adam Pressman
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 01/20/17
By: James Johnson
Risk Management Analyst

CONTRACTOR

Date: _____

James A. Uchizono
Associate Provost
University of the Pacific

Tax I.D.#: On File

