

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
THE LAW FIRM OF UNDERWOOD & WETZEL LAW OFFICES, P.C. FOR
LEGAL SERVICES TO THE EMPLOYEE APPEALS BOARD**

This first amendment is entered into between the County of Shasta, through its Clerk of the Board's Office, a political subdivision of the State of California ("County"), and the law firm of Underwood & Wetzel Law Offices, P.C. ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on May 12, 2015, effective July 1, 2015, to provide for hearing officer legal services to the Shasta County Employee Appeals Board; and

WHEREAS, County and Consultant desire to amend the agreement to update and add standard provisions and extend the end date of the agreement through June 30, 2019 ("first amendment"); and

WHEREAS, the original agreement and the first amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

I. Section 3., COMPENSATION, is amended in its entirety as of the effective date of this amendment to read as follows:

Consultant shall be paid the hourly rate of \$145 per hour for performing the duties described in this agreement. Consultant shall also be reimbursed for actual photocopying and long-distance telephone call expenses associated with performing the duties described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$50,000.

II. Section 5., TERM OF AGREEMENT, is amended in its entirety as of the effective date of this amendment to read as follows:

5. **TERM OF AGREEMENT**

The term of the agreement shall begin on July 1, 2015 and shall end on June 30, 2019.

III. Section 14., COMPLIANCE WITH LAWS; NON-DISCRIMINATION, is added as of the effective date of this amendment to read as follows:

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

IV. Section 15., COUNTY'S RIGHT OF SETOFF, is added as of the effective date of this amendment to read as follows:

Section 15. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

V. REAFFIRMATION

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

VI. **ENTIRE AGREEMENT**

The agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VII. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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.

COUNTY OF SHASTA

Date: _____

LES BAUGH, 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

By: 
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/19/18
JAMES JOHNSON
Risk Management Analyst III

Date: 3/12/18

CONSULTANT


By: _____
JAMES M. UNDERWOOD
Tax I.D.#: 46-1983641