

**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 ASSESSMENT 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 April 14, 2015, effective April 1, 2015, to provide for hearing officer legal services to the Shasta County Assessment 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 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 April 1, 2015 and shall end on June 30, 2019.

II. Section 10., INDEMNIFICATION, is amended in its entirety as of the effective date of this amendment to read as follows:

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or

decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. In no event shall County interfere with Consultant's provision of independent legal advice to the Assessment Appeals Board or the Board of Supervisors by seeking defense or indemnity or otherwise.

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

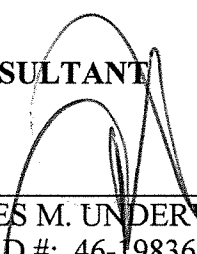
By: 
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

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

Date: 3/2/18

CONSULTANT

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