

First Amendment To Agreement for Personal Services

Public Defender

This First Amendment to the Agreement for Personal Services by and between, the County of Sonoma, a political subdivision of the State of California (hereinafter "the County") and **Brian Morris** (hereinafter "Employee") is entered into this 21st day of May, 2024. County and Employee shall collectively be referred to as the "Parties."

Recitals

Whereas County and Employee entered into a personal services agreement (the "Agreement") for the position of Public Defender dated November 2, 2021, for a term of three (3) years commencing December 1, 2021, and ending November 30, 2024;

Whereas County and Employee desire to modify the residency requirement and to extend Employee's term for an additional three (3) years beyond the initial term to end on November 30, 2027, for the position of Public Defender; and

Now, therefore, for good and valuable consideration, the Parties hereby agree as follows:

Agreement

1. Paragraph 1., Term of Employment. The term of employment provided for in Paragraph 1 of the Agreement shall be extended for an additional three (3) years beyond the end of the first term of November 30, 2024, to now end on November 30, 2027, unless terminated earlier in accordance with the Agreement.

2. Paragraph 2, Duties, shall be amended to add: "These duties include maintaining a visible and active presence within the community, including attending community meetings, events, and other relevant gatherings to establish and strengthen community connections."

3. Paragraph 3., Compensation, shall be amended to delete subparagraph (c) and to remove Exhibit B, as follows:

~~"(c) Employee must relocate to Sonoma County by June 30, 2024 and moving expenses will be reimbursed up to \$10,000 pursuant to the Relocation Agreement attached hereto as Exhibit B."~~

4. All references in the Agreement in Sections 3., Compensation and Section 4., Performance review, to “Board,” “Board of Supervisors,” or “Board direction” shall be revised to include: “or County Executive at the Board’s direction.”

5. Except as set forth in Paragraphs 1, 2, 3 and 4 above, all other provisions in the Agreement as modified by the First Amendment to Agreement shall remain in full force and effect.

Attest:

County of Sonoma

Clerk of the Board

By _____
Chairperson,
Board of Supervisors

Employee

Brian Morris