

## Second Amendment to Agreement for Personal Services

### County Public Defender

This Second Amendment to the Agreement for Personal Services by and between, the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Kathleen Pozzi (hereinafter called "Employee") is entered into this 12th day of March, 2019. 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 County Public Defender of the County of Sonoma dated June 11, 2013;

Whereas, County and Employee entered into a First Amendment to Agreement for Personal Services on January 12, 2016, to extend the term to May 14, 2019;

Whereas, the Parties desire to enter into a Second Amendment to the Agreement to extend Employee's term for an additional three year period commencing on May 15, 2019 and ending on May 14, 2022;

Whereas, the agreement will also be amended to reflect that Employee's salary is now at the "I Step" for the position of Public Defender of the County of Sonoma, as provided for in the Sonoma County Salary Resolution 95-0926, and as may be amended from time to time during the term of this Agreement.

### Agreement

Now, Therefore, Be It Agreed by and between the Parties as follows:

1. Section 1., "Term of Employment," shall be amended as follows:

"1. Term of Employment. The Court hereby employs Employee in the position of Public Defender for the period commencing May 14, 2019, and ending on May 14, 2022, subject, however, to termination and removal as herein provided."

2. Section 3., Compensation, at subsection (a) shall be amended as follows:

"3. Compensation.

(a) Employee's salary shall be at the "I Step" rate of the salary range for the position, as established by the Sonoma County Salary Resolution. Any provision of the Salary Resolution regarding merit increases or step advancements are not applicable or made a part of this Agreement. Employee may advance in the salary range if the Board determines that Employee is eligible for advancement based upon annual performance evaluations."

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

In witness whereof, the parties have executed this Amendment the day and year first written above.

Attest:

County of Sonoma

\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Chairperson,  
Board of Supervisors

Employee

\_\_\_\_\_  
Kathleen Pozzi