

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
BETWEEN FRANK W. DICE AND THE COUNTY OF MONTEREY**

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County"), and Frank Dice (hereinafter, "Contractor-Employee").

WHEREAS, pursuant to Board order, County and Contractor-Employee previously executed an Employment Agreement by which Contractor-Employee is serving as the Interim Public Defender for Monterey County for the period of June 20, 2016 through October 31, 2016; and

WHEREAS, that Employment Agreement provides that it may be extended, if the parties mutually agree to do so in writing; and

WHEREAS, County and Contractor-Employee wish to extend the term of the Employment Agreement through January 31, 2017, subject to specified limits on hours worked;

NOW THEREFORE, the County and Contractor-Employee agree to amend the Employment Agreement in the following manner:

1. Part 1, "TERM," is amended to delete the following language:

"The term of contract-employment shall commence on June 20, 2016 and continue until October 31, 2016 unless terminated in the manner provided in the Terms and Conditions of the Agreement"

And to substitute the following language:

"The term of contract-employment shall commence on June 20, 2016 and shall continue until January 31, 2017, unless terminated in the manner provided in the Terms and Conditions of this Agreement. Notwithstanding the termination date of January 31, 2017, this Agreement shall terminate when Contractor-Employee reaches the hours worked limit specified in Section 2, subsection E, below."

2. Part 2 "Terms and Conditions," Subsection E "Status of Contractor-Employee," is amended to delete the following language:

"Contractor-Employee will perform services at approximately 80% of full time employment (classified as .80 FTE), recognizing that Contractor has outside part-time employment. In no event shall Contractor-Employee work more than 900 hours in a calendar year nor shall Contractor-Employee work more than 125 days pursuant to this agreement."

And to substitute the following language:

“Contractor-Employee will perform services at up to 80% of full time employment (classified as .80 FTE), recognizing that Contractor-Employee has outside part-time employment. In no event will Contractor-Employee work more than nine hundred seventy-five (975) hours pursuant to this Employment Agreement. Upon reaching the maximum permissible hours of work of nine hundred seventy-five (975), this Employment Agreement will terminate.

Contractor-Employee shall monitor the hours he works pursuant to this Employment Agreement and shall notify the Assistant County Administrative Officer, Manuel T. Gonzalez, and County Counsel, Charles McKee, when he has worked a total of 600 hours, when he has worked a total of 800 hours, and when he has worked a total of 900 hours.”

3. Except as provided herein, all remaining terms, conditions and provisions of the Employment Agreement are unchanged and unaffected by this amendment.
4. A copy of this Amendment shall be attached to the original Employment Agreement.

IN WITNESS WHEREOF, the parties have executed this amendment on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Assistant County Administrative Officer

By: 
FRANK W DICE
ATTORNEY AT LAW

Dated: _____

Printed Name

Approved as to Fiscal Provisions:

Dated: 10/10/16

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____