

**COUNTY OF TEHAMA**  
**NOVATION AGREEMENT FOR MISC. AGREEMENT NO. 2024-027**

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This AGREEMENT is by and among the COUNTY OF TEHAMA, hereinafter referred to as COUNTY, LEO BARONE, ESQ. hereinafter referred to as GRANTEE and KENNETH MILLER, ESQ., hereinafter referred to as ASSIGNEE. COUNTY, GRANTEE, and ASSIGNEE are hereinafter referred to collectively as the PARTIES. This AGREEMENT is effective only upon signature of the Chairman of the Board of Supervisors of COUNTY.

WHEREAS, COUNTY and GRANTEE have entered into an agreement, Misc. Agreement No. 2024-027, attached hereto as Exhibit A, for provision of representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may be from time to time assigned by the Superior Court;

WHEREAS, GRANTEE desires to assign all interests in Misc. Agreement No. 2024-027 to ASSIGNEE effective January 1, 2025;

WHEREAS, GRANTEE and ASSIGNEE have established to the satisfaction of the COUNTY, and the Superior Court, that ASSIGNEE possesses the experience, skills, and resources necessary to perform the services specified in Misc. Agreement No. 2024-027 and that ASSIGNEE will perform the balance of services specified in Misc. Agreement No. 2024-027;

WHEREAS, COUNTY is willing to release GRANTEE from all future obligations under Misc. Agreement No. 2024-027 and ASSIGNEE agrees to accept the obligations specified in Misc. Agreement No. 2024-027, effective January 1, 2025;

WHEREAS, GRANTEE wishes to be released from all future obligations under Misc. Agreement No. 2024-027 and GRANTEE agrees to release all claims (if any) against COUNTY with respect to Misc. Agreement No. 2024-027, effective January 1, 2025; and

WHEREAS, ASSIGNEE has reviewed Misc. Agreement No. 2024-027 and is willing to assume the services specified in Misc. Agreement No. 2024-027 in consideration for the balance of compensation (if any) in Misc. Agreement No. 2024-027 and providing GRANTEE releases all rights (if any) arising under Misc. Agreement No. 2024-027, effective January 1, 2025.


WHEREAS, COUNTY and ASSIGNEE agree that notwithstanding the foregoing, ASSIGNEE is relieved from paragraph 8 of Misc. Agreement No. 2024-027; however, ASSIGNEE agrees to be available at such reasonable times and places so that indigent persons will not suffer undue inconvenience in being able to contact and confer with ASSIGNEE in a professional setting as arranged by ASSIGNEE. ASSIGNEE further agrees to provide all tools, materials, equipment, and supplies necessary for his representation of indigent defendants at ASSIGNEE's expense.

NOW THEREFORE, in consideration of the promises set forth herein, and the mutual covenants and obligations set forth herein, the PARTIES mutually agree as follows:


1. GRANTEE is hereby released, effective January 1, 2025, from all future obligations under Misc. Agreement No. 2024-027. All other terms and conditions of Misc. Agreement No. 2024-027 remain in full force and effect.
2. GRANTEE hereby releases, effective January 1, 2025, any claims for compensation or other rights, which have accrued or might have accrued in respect to Misc. Agreement No. 2024-027, after the effective date of this AGREEMENT.
3. ASSIGNEE hereby assumes, effective January 1, 2025, all obligations of Misc. Agreement No. 2024-027, as of the effective date of this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on \_\_\_\_\_ to be effective January 1, 2025.

**FOR ORIGINAL GRANTEE:**

BY:  Date: 12-11-2024  
NAME: LEO BARONE, ESQ.

**FOR ASSIGNEE:**

BY:  Date: 12/09/2024  
NAME: KENNETH MILLER, ESQ.

**FOR COUNTY:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
JOHN LEACH, CHAIR,  
Tehama County Board of Supervisors