

## First Amendment To Agreement For Personal Services

### Chief Probation Officer

This First Amendment to the Agreement for Personal Services by and between the Superior Court of Sonoma County (hereinafter "Court"), the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and David Koch (hereinafter called "Employee") is entered into this 12<sup>th</sup> day of March 2019. (Court, County, and Employee shall collectively be referred to as the "Parties.")

### Recitals

Whereas, Court, County and Employee entered into a personal services agreement (the "Agreement") for the position of Chief Probation Officer dated April 26, 2016; and,

Whereas, the Agreement provides for a term of employment for a period of three (3) years, commencing on April 30, 2016, and ending on April 29, 2019;

Whereas, the parties desire to extend the Agreement for an additional three (3) years commencing on April 30, 2019, and ending on April 29, 2022;

Whereas, the agreement will also be amended to reflect that Employee's salary is now at the "I Step" for the position of Chief Probation Officer 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 appoints Employee as the Chief Probation Officer for a period of 3 (three) years commencing on April 30, 2016, and ending on April 29, 2019, as extended for an additional three (3) year period commencing on April 30, 2019, and ending on April 29, 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 only if the Court and the County mutually

agree, at their discretion, that Employee is eligible for advancement based upon Employee's 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  
Administrator

By \_\_\_\_\_  
Chair, Board of Supervisors

Employee

\_\_\_\_\_  
David Koch

Sonoma County Superior Court

\_\_\_\_\_  
Presiding Judge – Gary Nadler

Sonoma County Superior Court

\_\_\_\_\_  
Presiding Juvenile Judge – Kenneth J. Gness