

## **First Amendment to Agreement for Personal Services**

### **County Administrator**

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 "County") and Sheryl L. Bratton (hereinafter called "Employee") is entered into this \_\_\_\_ day of October, 2019. (County and Employee shall collectively be referred to as the "Parties.")

Witnesseth

Whereas, County and Employee entered into a personal services agreement (the "Agreement") for the position of County Administrator dated September 13, 2016; and,

Whereas, the Agreement provided for a term of employment for a period of three (3) years, commencing on October 24, 2016, and ending on October 23, 2019; and,

Whereas, the Parties desire to extend the Agreement from October 24, 2019 to March 31, 2023; and,

Whereas, in special recognition of Employee's role as the head administrative official for all County of Sonoma departments over which the Sonoma County Board of Supervisors exercises control, the County agrees to maintain a minimum 10% compensation differential with other department/agency heads.

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

### **Agreement**

1. The Term of Employment provided for in the Agreement at Paragraph 1, shall be extended through March 31, 2023.
2. The compensation provided for in the Agreement at Paragraph 3, Compensation, shall be amended to add a new subsection (d) as follows:
  - (d) The County agrees to establish and maintain a 10% compensation differential for Employee from the next highest paid department/agency head(s) using the following compensation components: salary for incumbent department/agency head, cash allowance or any other forms of ongoing cash that is in addition to salary, and County contribution to deferred compensation. Employee shall be entitled to an increase in her 401(a) deferred compensation account in an amount of equivalent value that achieves and maintains the 10% differential from the next highest paid department/agency head, up to the maximum contribution allowable by the IRS. Within these limits, Employee's deferred compensation amount shall continue to be increased during the term of the First Amendment to Agreement, as needed, in order to maintain the 10% differential if and when other Department/Agency heads' compensation amounts are increased. To the

extent that the maximum contribution allowed by the IRS is exceeded, the excess above the IRS limit will be in the form of deposits to a Health Reimbursement Arrangement account.

3. Except as set forth in Paragraphs 1 and 2 above, all other provisions in the Agreement shall remain in full force and effect.

Attest

County Of Sonoma

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

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

Employee

\_\_\_\_\_  
Sheryl L. Bratton