

AGREEMENT FOR SERVICES AS COUNTY EXECUTIVE OFFICER

THE COUNTY OF SANTA BARBARA ("County"), a political subdivision of the State of California, and Mona Miyasato ("Miyasato") mutually agree as follows:

1. **SCOPE OF SERVICES.** Miyasato shall serve as County Executive Officer of the County of Santa Barbara. Miyasato shall have the powers and duties of the County Executive Officer as provided in the general law of the State of California and the Santa Barbara County Code, particularly the County Executive Officer Ordinance (County Code Chapter 2, Article X, §§ 2-69 through 2-72). In particular, as specified in County Code § 2-71 Miyasato shall, subject to the policy direction of the Board of Supervisors, direct and manage the County's administrative, legislative, financial planning and budget management operations.
2. **EMPLOYMENT STATUS.** Miyasato is a County officer and an at-will employee of the County. Miyasato shall have the benefits and obligations of appointed County Department Heads and as described in this agreement. Miyasato shall be a member of the Santa Barbara County Employees' Retirement System (SBCERS).
3. **DEVOTION TO COUNTY BUSINESS.** Miyasato shall devote substantially all productive time, ability and attention to the performance of the County Executive Officer duties and to the business of the County during the term of this agreement. Miyasato shall not engage in any other business, occupation, duties or pursuits, or render any services of a business, commercial or professional in nature for compensation or otherwise which would conflict or interfere with the performance of services pursuant to this agreement without the prior consent of the Board of Supervisors. However:
 - 3.1. The expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this agreement.
 - 3.2. This agreement shall not be interpreted to prohibit Miyasato from making personal investments or conducting private business affairs so long as she complies with all financial conflict of interest laws applicable to public officials.
4. **COMPENSATION.** Miyasato shall be appointed at an annual salary of \$393,418 payable bi-weekly in the same manner as the salaries and benefits of other county management employees are paid. Further salary adjustments shall be as provided under Resolution No 24-167 section 12 and by the Board of Supervisors based upon performance.
5. **PERFORMANCE EVALUATIONS.** The Board of Supervisors shall complete a written evaluation of Miyasato's performance on at least an annual basis. Salary adjustments shall be in an amount as authorized by the Board upon a performance rating of "successful" or better.
6. **BENEFITS.** Pursuant to County Code § 2-72(b), Miyasato is entitled to all benefits conferred upon County management employees relating to merit salary increases, sick leave, vacation and holidays and by the County Employees Retirement Law; she shall receive all of the management benefits, not inconsistent with this agreement, set forth for Department Heads in Resolution No. 24-167 adopted by the Board of Supervisors on July 16, 2024 and as amended

from time to time. For purposes of calculating annual vacation accrual rate and maximum accrual Miyasato shall receive credit for over 25 years of public agency service.

6.1 Miyasato shall be entitled to the same medical and dental benefit contribution amounts and increases granted to all other County managers. County shall also pay the cost of a standard annual physical examination not otherwise paid by Miyasato's selected health plan.

6.2. In the event of termination of this agreement, Miyasato may convert up to one year accrued and unused sick leave to retirement service credit, subject to any restrictions by SBCERS.

6.3. The County shall make an annual \$25,000 contribution into a qualified 401(A) plan on January 1st of each year. On January 1, 2025, the County shall also make a one-time contribution of \$40,000 to the 401(A) plan for a total of a \$65,000 contribution on January 1, 2025.

6.4 The County shall provide Miyasato term life insurance equal to her annual salary base.

6.5. Pursuant to County Code § 2-72(b), the annual appropriation adopted for the County Executive Office shall be increased to include \$10,000 to be available to Miyasato for participation in education and professional development of benefit to the County. The costs paid to Miyasato for these education and professional development are for reimbursable expenses and are not pensionable compensation.

7. AUTOMOBILE ALLOWANCE. Miyasato shall receive an automobile allowance of \$300.00 per pay period in lieu of being assigned a County vehicle, plus mileage reimbursement for use of personal vehicles as set forth in applicable County travel policies.

8. TERM. The agreement shall be effective upon execution by both parties. This agreement shall be subject to termination as provided below. This agreement cancels, nullifies, supersedes and replaces the Agreement For Services Of County Executive Officer that was made and entered into on August 24, 2021.

9. TERMINATION. Miyasato may be removed from office with or without cause upon a minimum of 90 days prior written notice, as provided in County Code § 2-72(a), or later adopted provisions of the County Executive Officer Ordinance. This agreement may also be terminated by the Board for malfeasance under § 9.1. Miyasato may terminate this agreement by giving the Board of Supervisors 90 days written notice of intent to resign, unless the parties agree otherwise in writing.

9.1. TERMINATION FOR MALFEASANCE. County reserves the right to terminate this agreement at any time for employee malfeasance, breach or habitual neglect of duties under this agreement or the County Code, conviction of a felony, commission of acts of moral turpitude, including intentional acts of dishonesty, fraud or misrepresentation. Notification of termination under this provision shall be in writing delivered in person or by mail to Miyasato.

10. SEVERANCE. Upon termination of the contract by the County, Miyasato shall receive

severance pay in an amount equal to 90 days compensation, subject to the following:

10.1. Severance pay shall be based on the County's standard calculation including fully loaded compensation exclusive of automobile allowance. Severance shall commence at the end of the 90 days written notice to terminate the agreement.

10.2. Miyasato shall receive no severance pay if the contract is terminated by the County for malfeasance or other cause as stated in § 9.1.

10.3 Any severance received shall be fully reimbursed to the County if Miyasato is convicted of a crime involving an abuse of office or position pursuant to Government Code §§ 53243.2 and 53243.4.

11. INDEMNIFICATION. County shall defend and indemnify Miyasato according to Government Code §§ 825 and 995 et seq. for all losses and against all liability sustained by Miyasato in direct consequence of the discharge of duties performed on behalf of the County as specified in the California Government Code.

12. GENERAL PROVISIONS. The following general provisions apply to this agreement:

12.1. ENTIRE AGREEMENT. In conjunction with the matters considered herein, this agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein.

12.2. MODIFICATIONS. Any modification, alteration, or amendment of this agreement shall be effective only if it is in writing and signed by both parties. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12.3. EFFECT OF WAIVER. The failure of either party to insist on strict compliance with any of the terms, conditions, or obligations of this agreement by the other party shall not be deemed a waiver of that term, condition, or obligation. A waiver or relinquishment of any right or power at any one time or times shall not be deemed a waiver or relinquishment of that right or power for all or any other times.

12.4. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.5. LAW GOVERNING AGREEMENT. This agreement shall be governed by and construed in accordance with the laws of the State of California.

12.6. SECTION HEADINGS. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

12.7. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

12.8. TIME IS OF THE ESSENCE. Time is of the essence in this agreement and each covenant and term is a condition herein.


12.9. EXECUTION OF COUNTERPARTS. This agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.


12.10. SURVIVAL. All provisions of this agreement which by their nature are intended to survive the termination or expiration of this agreement shall survive such termination or expiration.

This agreement is made and entered into on the 11th day of November, 2024.

COUNTY OF SANTA BARBARA

ATTEST:


STEVE LAVAGNINO
Chair, Board of Supervisors



JACQUELYNE ALEXANDER
Chief Deputy Clerk of the Board

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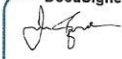
MONA MIYASATO

APPROVED AS TO FORM:

Signed by:

12BF3B8BZ7704A2
RACHEL VAN MULLEM
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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BETSY SCHAEFFER

Auditor-Controller