

AGREEMENT FOR SERVICES AS COUNTY EXECUTIVE OFFICER

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

1. **SCOPE OF SERVICES.** PETERSEN shall serve as County Executive Officer of the County of Santa Barbara. PETERSEN 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, PETERSEN 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.** PETERSEN is a County officer and an at-will employee of the County. PETERSEN shall have the benefits and obligations of appointed County Department Heads and as described in this agreement. PETERSEN shall be a member of the Santa Barbara County Employees' Retirement System (SBCERS).

3. **DEVOTION TO COUNTY BUSINESS.** PETERSEN 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. PETERSEN 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 PETERSEN 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.** PETERSEN shall be appointed at an annual salary of \$380,000 payable bi-weekly in the same manner as the salaries and benefits of other county management employees are paid. Further, merit increases and general salary increases (also referred to as cost of living adjustments) shall be as provided under Resolution No 25-218, section 12, and as amended from time to time.

5. **PERFORMANCE EVALUATIONS.** The Board of Supervisors shall complete a written evaluation of PETERSEN's performance on at least an annual basis. Merit increases are discretionary and if granted upon a performance rating of "successful" or better, shall require the Board of Supervisors' final approval in open session, and in accordance with Resolution 25-218 section 12, and as amended from time to time.

6. **BENEFITS.** Pursuant to County Code § 2-72(b), PETERSEN is entitled to all benefits conferred upon County management employees relating to merit salary increases, sick leave,

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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. 25-218, and as amended from time to time. For purposes of calculating annual vacation accrual rate and maximum accrual, PETERSEN shall receive credit for over 15 years of public agency service.

6.1 PETERSEN shall be entitled to the same medical and dental benefit contribution amounts and increases granted to all other County managers.

6.2. In the event of termination of this agreement, PETERSEN may convert up to one year accrued and unused sick leave to retirement service credit, subject to any restrictions by SBCERS and County Code § 27-1.

6.3. The County shall make an annual \$20,000 contribution into a qualified 401(A) plan on January 1st of each year.

6.4 The County shall provide PETERSEN term life insurance equal to her annual salary up to the applicable cap (currently \$300,000).

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

6.6. Upon execution of this agreement, Peterson shall receive a bank of:

- a. 80 vacation hours;
- b. 80 sick hours; and
- c. Management leave in a prorated amount as per Resolution 25-218, and as amended from time to time.

7. AUTOMOBILE ALLOWANCE. PETERSEN 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. NEW HIRE INCENTIVE PAYMENT. As set forth in the County's "New Hire and Promotional Incentives Policy," the County agrees to provide Petersen with a one-time payment of \$30,000 for Petersen's relocation, housing, and other transition costs. Payment will be issued by Auditor-Controller Payroll Division upon receipt of approved "New Hire and Promotional Incentives Authorization Worksheet and Claim Form."

9. TERM. The agreement shall commence on August 20, 2026 and shall terminate on August 19, 2029. This agreement shall be subject to termination as provided below.

10. TERMINATION. PETERSEN 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

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adopted provisions of the County Executive Officer Ordinance. This agreement may also be terminated by the Board for malfeasance under § 10.1. PETERSEN 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.

10.1. **TERMINATION FOR MALFEASANCE.** County reserves the right to terminate this agreement at any time only for employee malfeasance, breach or habitual neglect of duties under this agreement or the County Code, conviction of a felony which is likely to have an adverse impact on the County or on PETERSEN's reputation, 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 PETERSEN.

11. **SEVERANCE.** Upon termination of the contract by the County, PETERSEN shall receive severance pay in an amount equal to six months of compensation (13 pay periods), subject to the maximum cash settlement amount allowed by Government Code § 53260, and also subject to the following:

11.1. 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.

11.2. PETERSEN shall receive no severance pay if the contract is terminated by the County for malfeasance or other cause as stated in § 10.1.

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

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

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

13.1. **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.

13.2. **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.

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13.3. 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.

13.4. 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.

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

13.6. 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.

13.7. 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.

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

13.9. 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.

13.10. 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 June 9, 2026.

COUNTY OF SANTA BARBARA

Signed by:

9DD6B7A21FC646A
BOB NELSON
Chair, Board of Supervisors

ATTEST:

Signed by:

0B03E3DD9EE4AA
JACQUELYNE ALEXANDER
Chief Deputy Clerk of the Board

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JANA PETERSEN


Jana Petersen

APPROVED AS TO FORM:


RACHEL VAN MULLEM
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Signed by:

BETSY SCHAEFFER
Auditor-Controller