

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 County Retirement System.

3. **DEVOTION TO COUNTY BUSINESS.** Miyasato shall devote productive time, ability and attention to the business of the County during the term of this agreement. Miyasato shall not engage in any other business duties or pursuits or render any services of a business, commercial or professional nature for compensation 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 \$259,472 payable bi-weekly. Further salary adjustments shall be by the Board of Supervisors based upon performance.

5. **BENEFITS.** Pursuant to County Code § 2-71(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. 11-380 adopted by the Board of Supervisors on November 15, 2011 and as amended from time to time. For purposes of calculating annual vacation accrual rate and maximum accrual Miyasato will receive credit for 22 prior years of public agency service.

5.1. County shall make a twice-monthly payment to the County-offered health plan selected by Miyasato in the amount of \$370.47 and up to \$13.03 twice-monthly for the dental plan of Miyasato's choice. Miyasato shall be entitled to the same contribution increases granted 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.

5.2. County shall make a bi-weekly payment of a benefit allowance in the amount of \$249.44 as described in Section 6 of Resolution No. 11-380.

5.3. In the event of resignation or non-renewal of this agreement, Miyasato may convert up to one year accrued and unused sick leave to retirement service credit.

5.4. The County will make an annual \$5,000 contribution into a qualified 401(A) plan.

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

5.6. 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 professional development of benefit to the County.

6. 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.

7. TERM. The agreement shall be effective from September 25, 2017 through September 25, 2021. This agreement shall be subject to termination or renewal at the end of that term, or termination earlier as provided below. On September 25, 2017 this agreement supersedes and replaces the Agreement For Services Of County Executive Officer that was made and entered into on October 8, 2013.

7.1. HOLDOVER. After the conclusion of the term of this agreement, Miyasato shall continue to serve as County Executive Officer under the provisions of this agreement until the parties approve a new contract, or a successor is appointed, or the employment is terminated. During such holdover period, the County or Miyasato may terminate Miyasato's employment upon 30 days written notice.

8. PERFORMANCE EVALUATIONS. The Board of Supervisors shall complete a written evaluation of Miyasato's performance on at least an annual basis.

9. TERMINATION. Miyasato may be removed from office with or without cause as provided in County Code § 2-72, or later adopted provisions of the County Executive Officer Ordinance. This agreement may be terminated by either party on 60 days written notice, subject to the removal provisions of the County Code and to the right of the County to terminate this agreement for malfeasance under § 9.1 of this agreement. Miyasato shall give the Board of Supervisors 60 days written notice of intent to resign. However, Miyasato shall not be terminated, except for reasons set forth in § 9.1 below, during the 90-day period following an election for membership on the County Board.

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 to Miyasato.

10. SEVERANCE. Upon termination of the contract by the County during the term of the contract, Miyasato shall receive severance pay in an amount equal to six (6) months 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 will commence at the end of sixty (60) days notice.

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.

11. INDEMNIFICATION. County will defend and indemnify Miyasato 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. LIMITED REOPENER. Within the Santa Barbara County Employees' Retirement System, Miyasato is presently a General Plan 7 member. Miyasato has expressed an interest in -- and at no additional cost to the County -- making a higher member contribution to her retirement, but was informed that this is presently not practicable. The County and Miyasato agree to reopen contract discussions only as to that point if Miyasato later determines that either: 1) it becomes possible for her to make higher member contributions to her retirement, at no additional cost to the County; or, 2) changes in law occur that would allow her to opt into a lower-cost retirement plan, at no additional cost to the County.

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

13.1. ENTIRE AGREEMENT. This agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or Miyasato other than those contained herein.

13.2. MODIFICATIONS. Any modification of this agreement will be effective only if it is in writing and signed by both parties.

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. This agreement is fully severable. If any part of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remaining conditions shall continue in full force and effect without being impaired or invalidated in any way.

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. DISPUTE RESOLUTION. Venue for any litigation arising under this agreement shall be in the Superior Court of Santa Barbara County. The parties agree that no litigation arising under this agreement shall be commenced or maintained unless the parties have met and attempted in good faith to resolve any dispute by negotiation, mediation or other alternative form of dispute resolution.

This agreement is made and entered into on the ___th day of _____, 2017.

COUNTY OF SANTA BARBARA

ATTEST:

JOAN HARTMANN
Chair, Board of Supervisors

MICHAEL ALLEN
Chief Deputy Clerk of the Board

MONA MIYASATO

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
County Counsel

APPROVED AS TO ACCOUNTING FORM
THEO A. FALLATI, CPA
Auditor-Controller