

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 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 \$309,193 payable bi-weekly. Further salary adjustments shall be by the Board of Supervisors based upon performance.
5. **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. 18-182 adopted by the Board of Supervisors on July 18, 2018 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 and dental plan selected by Miyasato. Miyasato shall be entitled to the same contribution amount and 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. 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, subject to any restrictions by SBCERS

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

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

5.5. 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. In addition, \$40,000 which represents the balance of unused funding from the previous four years, shall be made available from the County Executive Office's budget to Miyasato during the term of this contract for these purposes. The costs paid to Miyasato for these education and professional development are for reimbursable expenses and are not pensionable compensation.

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 August 25, 2021 through August 25, 2025. This agreement shall be subject to termination or renewal at the end of that term, or termination earlier as provided below. On August 25, 2021 this agreement cancels, nullifies, supersedes and replaces the Agreement For Services Of County Executive Officer that was made and entered into on September 19, 2017 and ending on September 25, 2021.

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, except by a 4/5 vote of the Board of Supervisors.

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. 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. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. 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.

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

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 ____ day of _____, 2021.

COUNTY OF SANTA BARBARA

ATTEST:

BOB NELSON
Chair, Board of Supervisors

JACQUELYNE ALEXANDER
Chief Deputy Clerk of the Board

MONA MIYASATO

APPROVED AS TO FORM:

RACHEL VAN MULLEM
County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAEFFER
Auditor-Controller