

EMPLOYMENT AGREEMENT

Agreement No.

28,031

The City of Santa Barbara, a municipal corporation, hereinafter referred to as "Employer" and Rebecca Bjork, an individual, hereinafter referred to as "Employee" enter into this Agreement on February 15, 2022 for Employee's services as City Administrator for the City of Santa Barbara.

WHEREAS, this Agreement is made under Article VI of the Santa Barbara City Charter, as a municipal affair; and

WHEREAS, the City Council of Employer, hereinafter "City Council," determined that Employee has the necessary qualifications and experience for the Office of City Administrator as required by the City Charter; and

WHEREAS, on February 15, 2022, the City Council appointed Employee to the Office of City Administrator, with an effective date of February 15, 2022; and

WHEREAS, Employer and Employee enter into this Agreement to document the terms and conditions of employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. TERM AND STATUS.

A. Employer employs Employee to serve as City Administrator and in that capacity, to also hold the offices of City Clerk and City Treasurer ("ancillary offices"). The duties of the ancillary offices may be delegated to the Director of Finance and the City Clerk Services Manager.

B. Employee's employment status is at-will and at the pleasure of the City Council. Employee understands and agrees that the City Council may terminate her City employment at any time, subject only to the notice, removal and severance provisions of Section 5 of this Agreement and Section 606 of the City Charter. Employee understands and agrees that Employer has made no implied or express oral or written assurances of continued employment with the City. Employee further understands and agrees that she has no property right in City employment and that Employer requires no cause to suspend or terminate her City employment.

SECTION 2. POWERS AND DUTIES.

A. Employee shall perform the duties of City Administrator as set forth in Article VI of the City Charter and as determined and controlled by the City Council. Employee shall report directly and solely to the City Council.

B. In the performance of the duties of City Administrator, Employee

agrees to comply with all federal, state and local laws, ordinances, rules, regulations and City Charter, which are applicable to the Office of the City Administrator. Employee acknowledges that she is subject to the common law and statutory conflict-of-interest provisions, including, but not limited to, the Political Reform Act set forth in California Government Code Section 87100 and following, the Fair Political Practices Commission Regulations set forth in California Code of Regulations, Title 2, Section 18700 and following, and California Government Code Section 1090 and following, as they may be amended. Employee agrees that she will be acquainted with the above-referenced provisions, comply fully with them and not take any action, which results or could appear to result, in a violation of such provisions.

### SECTION 3. COMPENSATION.

#### A. Base Salary.

As compensation for Employee's services, Employer agrees to pay Employee, on a bi-weekly basis, an annual base salary of \$282,877.

#### B. Changes to Compensation.

Employee's compensation, as provided herein, shall be reviewed annually and may, from time to time, be increased based on Employee's satisfactory performance, as solely determined by the City Council. Such increases will be established by ordinance. Any increases so approved shall inure to Employee without amendment of this Agreement

#### C. Health and Welfare Benefits.

Employee shall receive the same health and welfare benefits provided to the City's Group 1 Managers ("Executives"), including, but not limited to, long term disability and life insurance, as set forth in the Management Performance and Compensation Plan.

#### D. Retirement.

Employee shall receive retirement benefits through the Public Employees Retirement System (hereinafter "PERS") Miscellaneous Plan. Employee shall pay a variable contribution toward retirement under the same formula applicable to the City's Group 1 Managers ("Executives").

#### E. Automobile Allowance.

Employee shall receive an automobile allowance of \$621 per month which

shall be indexed on a percentage basis with changes in the Internal Revenue Service mileage reimbursement rate for business travel, as provided under Resolution 90-012, and increased or decreased, as appropriate, without amendment of this Agreement.

F. Leave.

Employee shall receive the same leave benefits provided to the City's Group 1 Managers ("Executives"), including, but not limited to, holiday leave and catastrophic leave, as set forth in the Management Performance and Compensation Plan.

G. Relocation Expenses.

In view of Charter Section 601, Employer shall reimburse Employee for documented moving expenses incurred as a result of Employee relocating her residence to a location within the boundaries of the City, provided that such reimbursement shall be capped at \$5,000.00 and shall be paid only if such documented moving expenses are incurred within one year of the effective date of this Agreement. The period for Employee to relocate under Charter Section 601 is extended for a period of one year, subject to further extensions by the City Council.

SECTION 4. PERFORMANCE EVALUATION.

Employer shall evaluate the performance of Employee, as City Administrator, on an annual basis. Employee shall be responsible for providing written notice to the City Council of the need to complete the performance evaluation.

Employee understands and agrees that the failure to evaluate Employee annually, shall not affect the rights of the parties in this Agreement, including termination of Employee's employment.

SECTION 5. TERMINATION.

A. Termination by Employee.

Employee may voluntarily resign as City Administrator by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of termination. Employee is not entitled to any severance pay detailed in Section 5(B)(3) if she resigns or retires.

B. Termination by Employer.

1. Employer may unilaterally terminate Employee's employment, with or without cause, in accordance with Sections 600 and 606 of the City Charter. No cause for termination need exist because Employee recognizes that she serves at the pleasure of the City Council as an at-will employee. Except as otherwise provided by this Agreement or by law, Employee agrees that she is exempt from any pre- or post-termination due process rights (such as *Skelly* rights or a name clearing hearing).

2. Employer shall provide Employee at least 45 days' notice prior to the effective date of termination except if termination is for cause as detailed in Section six (6) below. Employer shall provide Employee with the reasons for termination upon her request.

3. Employee shall receive six (6) months' severance pay consisting of Employee's base salary, the cash value of twelve (12) months of cafeteria plan and automobile allowances at the effective date of termination and a cash payment of accrued leaves. The PERS Retirement contribution shall not be included in the severance pay. Nothing in this Section shall extend the amount of time served for purposes of receiving any benefit provided in this Agreement.

#### SECTION 6. TERMINATION FOR CAUSE.

If Employee is terminated "for cause", City shall have no obligation to notice to Employee prior to any "for cause" termination or to provide severance benefits. All payments of salaries and benefits in this Agreement shall cease, however, Employee will be paid salary and benefits through the date of termination in accordance to City policy and the law. The term "for cause", as used in this Agreement, shall mean any of the following: a) conviction of a felony; b) conviction of an act involving moral turpitude or illegal gain; c) a plea of nolo contendere involving a conviction of a felony or an act involving moral turpitude or illegal gain; d) any act constituting a knowing and intentional violation of the City's Conflict of Interest Code.

#### SECTION 7. MISCELLANEOUS.

A. Use and administration of benefits shall conform to the requirements of the Management Performance and Compensation Plan and any other City policy or regulation, unless otherwise specified in this Agreement.

B. This Agreement may be modified only upon the written consent of the parties.

C. This Agreement is a personal services agreement, and as such, may not be assigned by either party.

D. This Agreement constitutes the entire agreement between the parties and shall be interpreted in accordance with the laws of the State of California.

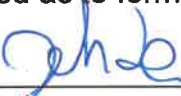
The parties hereto have executed this Agreement in duplicate the day and year noted above.

Attest:

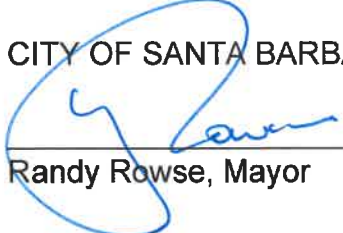
  
\_\_\_\_\_  
Sarah Gorman  
City Clerk Services Manager

  
\_\_\_\_\_  
Rebecca Bjork, an individual

Approved as to form:

  
\_\_\_\_\_  
John Doimas, Assistant City Attorney

CITY OF SANTA BARBARA

  
\_\_\_\_\_  
Randy Rowse, Mayor

