

**EMPLOYMENT AGREEMENT
COUNTY EXECUTIVE OFFICER
FOR THE COUNTY OF VENTURA**

The County of Ventura, a general law county and a political subdivision of the State of California, hereinafter referred to as "Employer" or "County," and Sevet Johnson, hereinafter referred to as "Employee," in consideration of the mutual promises made herein, agree as follows:

RECITALS

WHEREAS, County desires to employ Employee as County Executive Officer; and

WHEREAS, Employee desires to serve in the capacity of County Executive Officer;
and

WHEREAS, Employee understands, acknowledges, and agrees that the position of County Executive Officer is an at-will position that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the Board of Supervisors; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which County shall receive, retain, and terminate the services of Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1. EMPLOYMENT

Employment Term

- 1.1 Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period of three (3) years beginning September 13, 2022, and terminating September 13, 2025, unless extended by mutual agreement of the parties in writing.

Annual Performance Evaluations

- 1.2 Employee shall be subject to annual performance evaluations conducted by or at the direction of the Board of Supervisors. The first performance evaluation shall be completed no later than April 30, 2023. Thereafter, performance evaluations shall take place annually in April of each year or at any time during the term of this Employment Agreement. Every year, the Board of Supervisors and Employee may set goals and objectives for the ensuing year.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

General Duties

- 2.1 Employee shall serve as the County Executive Officer (CEO) of the County. In the capacity of CEO, Employee shall do and perform all services, acts or things necessary or advisable to supervise and control the affairs of the County and those districts under the jurisdiction of the Board of Supervisors. More specifically, Employee shall perform those duties as are set forth in Ordinance No. 4516, as adopted by the Board and as may be amended from time to time.

Devotion to Employer's Business

- 2.2 (a) Employee shall devote her productive time, ability, and attention to the business of the County during the term of this Employment Agreement.
- (b) Employee shall engage in no other business duties or pursuits nor render any services of a business, commercial or professional nature to any other person or organization for compensation without the prior consent of the Board. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Employment Agreement.
- (c) This Employment Agreement shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

General Description

- 3.1 Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement as specified in this Employment Agreement.
- 3.2 Employer shall provide Employee with a private office, secretarial help, staff office equipment, supplies, and other facilities and services suitable to Employee's position and adequate for the performance of the duties of the position.
- 3.3 Employer shall indemnify Employee for all losses sustained by Employee in direct consequence of the discharge of her duties on Employer's behalf, as more particularly set forth in the California Government Code.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Salary

- 4.01 (a) Employee shall be paid for services performed under this Agreement. Employee's annual salary shall be \$335,554.39, or \$12,905.94, biweekly, based on 26 pay periods per year. This salary may increase as part of general salary adjustments provided to County managers, as they may be approved by the Board of Supervisors from time to time.
- (b) Employee shall receive such additional increases in salary as may be determined by the Board of Supervisors. Salary increases will be implemented in accordance with applicable County policy and state law and set forth in the County's "Classification and Salary Listing."

Benefits

- 4.02 (a) During the term of this Employment Agreement, Employee shall be entitled to all benefits accorded other County department/agency heads as set forth in the Management, Confidential Clerical, and Other Unrepresented Employees Resolution ("Management Resolution"), dated August 7, 2022, and as it may be readopted, revised, or amended from time to time regarding benefits for all County department/agency heads.
- (b) In lieu of the life insurance benefit provided under Section 605, subdivision A, of the Management Resolution, Employee shall be provided with a fully paid term life insurance policy during the term of this Employment Agreement in an amount equivalent to three years' base annual salary. The above-described term life insurance shall remain in effect only during Employee's term of employment as CEO.
- (c) Employee shall be considered an employee for purposes of eligibility for participation in benefits under the Retirement Plan of the Ventura County Employees' Retirement Association and shall earn service credit toward the "General Tier 2" benefit tier.
- (d) In lieu of the provisions set forth in Section 604 of the Management Resolution, Employee shall receive an automobile allowance of \$900.00 per month or an automobile to be provided by Employer.
- (e) In addition to the provisions set forth in Section 1901, Subdivision D, of the Management Resolution, dated August 7, 2022, Employee shall receive a direct 401(k) contribution from Employer in an amount equivalent to five percent (5%) of Employee's annual salary. This annual contribution shall be paid on a biweekly basis.

ARTICLE 5. TERMINATION OF EMPLOYMENT

Termination by Employer

- 5.1 (a) Employer reserves the right to terminate this Employment Agreement at any time, without cause, by giving Employee notice in writing. In the event Employer terminates this Employment Agreement without cause, Employee shall be entitled to the following severance pay: Employee shall be placed on administrative leave for 12 months following such notice of termination and in such capacity shall be considered in full employment and shall be entitled to all salary, benefits, and accruals during such 12-month period. However, if the number of months remaining on the term of the Employment Agreement is less than 12 months, Employee shall be placed on administrative leave for only the number of months that remain on the term of the Employment Agreement. If Employee is hired full-time in an executive-level position while Employee is on administrative leave pursuant to this section, the severance pay shall be terminated on the date of such employment. Expiration of the term of this Employment Agreement or non-renewal thereof shall not be deemed termination hereunder.
- (b) Employer reserves the right to terminate this Employment Agreement at any time without notice for Employee malfeasance.
- (c) This Employment Agreement shall be terminated upon the death of Employee.
- (d) In the event Employee is terminated, Employee agrees to immediately surrender all writings containing information relating to the conduct of the Employer's business prepared, owned, used, or retained by Employee regardless of physical form or characteristics; and all equipment, tools, or other materials of whatever nature provided to Employee by Employer.
- 5.2 Employee may terminate her obligations under this Employment Agreement by giving Employer at least two months' advance written notice.

ARTICLE 6. GENERAL PROVISIONS

Entire Agreement

- 6.1 Effective September 13, 2022, this Employment Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Employment

Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Employment Agreement shall be valid or binding on either party.

Modifications

- 6.2 Any modification of this Employment Agreement will be effective only if it is in writing and signed by the Employer and Employee.

Effect of Waiver

- 6.3 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Employment Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one or more times be deemed a waiver or relinquishment of that right or power for all or any other times.

Assignment

- 6.4 This contract is not assignable by either Employer or Employee.

Partial Invalidity

- 6.5 If any provision in this Employment Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in anyway.

Law Governing Employment Agreement

- 6.6 This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California.

Limitations on Settlements

- 6.7 As required by California Government Code section 53260, if this Employment Agreement is terminated, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary multiplied by the months left on the unexpired term of this Employment Agreement, or 18 months, whichever is less. Further, any cash settlement,

paid leave salary, or legal criminal defense funds the Employee may receive from Employer shall be fully reimbursed to Employer if Employee is convicted of a crime involving an abuse of her office or position pursuant to Government Code sections 53243, 53243.1, and 53243.2.

Executed on September 13, 2022, at Ventura, California.

EMPLOYEE

COUNTY OF VENTURA



Dr. Sevet Johnson, Psy.D



Matt LaVere
Vice-Chair, Board of Supervisors

ATTEST:

Sevet Johnson, County Executive Officer
County of Ventura, State of California,

Ex Officio Clerk of the Board of Supervisors thereof:



By Chief Deputy Clerk