SBRPCA
26-242
Contract

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of May 19, 2026, by and between the South Bay Regional Public Communications Authority ("Authority") and Kristin Miller ("Miller") (collectively, the "Parties"), with reference to the following facts and circumstances:

RECITALS:

WHEREAS, the Authority seeks to hire Miller on a full-time basis in the position of Executive Director of the Authority;

WHEREAS, the Executive Committee of the Authority finds that the position of Executive Director requires specialized skills;

WHEREAS, the Executive Committee of the Authority finds that Miller possesses these specialized skills, and wishes to hire Miller as full-time Executive Director until such time as the Authority deems Miller's services are no longer necessary or desirable;

WHEREAS, Miller has agreed to make herself available to the Authority, to do whatever is necessary and to spend whatever amount of time is necessary to carry out all the responsibilities of the Authority's full-time Executive Director; and

WHEREAS, the Authority desires to employ Miller and Miller desires to be employed by the Authority for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Miller agree as follows:

1. **Employment.** The Authority hereby employs Miller on an at-will basis for the purposes and on the terms and conditions set forth in this Agreement. The Parties agree that the only rights and benefits accruing to Miller are those afforded under this Agreement so that any implied rights under the law are expressly excluded. The Authority shall employ Miller as the Executive Director for the Authority, serving at the will and pleasure of, and reporting directly to, the Executive Committee of the Authority. Miller shall serve as Executive Director and shall perform all acts and duties incident thereto, including, but not limited to, the duties and responsibilities of Executive Director as set forth in the appropriate job description, the policies of the Authority now or hereafter adopted, the Bylaws of the Authority, and such other duties and responsibilities as may now or hereafter be assigned to the Executive Director by the Executive Committee.

Miller's employment is on a full-time and "best efforts" basis, meaning that during the term of this Agreement, Miller shall not accept any other full- or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of the Authority, which may be given, withheld, or conditioned in the Authority's sole and absolute discretion. Miller shall devote her full energies, interests, abilities, and productive time to the performance of her duties and responsibilities under this Agreement.

Miller shall work a 4/10 flex schedule unless otherwise directed by the Authority, but the Parties agree that Miller shall commit as many hours and as much effort required to manage the Authority's operations. The Executive Director position is classified as "exempt" under the Fair Labor Standards Act, and Miller shall not be eligible for overtime pay, regardless of the number of hours worked.

2. <u>**Term of Employment.**</u> Miller shall serve as Executive Director at the will of the Authority's Executive Committee. The Parties desire and intend that this Agreement is effective until July 1, 2029, unless earlier terminated. Miller and the Authority expressly agree that Miller's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will naturally expire on July 1, 2029, and employment beyond that date will be subject to the Parties executing a new agreement.

3. <u>**Compensation.**</u>

a. Salary. During the term of this Agreement, the Authority shall pay a base salary to Miller at the rate of $18,750 per month ($225,000.00 annually), payable in bi-weekly equal installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order. The Executive Director position is exempt from overtime and minimum wage provisions of the Fair Labor Standards Act.

b. Performance Based Merit Increases. Miller will be eligible for performance-based merit increases in her base salary of up to 6% in the first full pay period in the month of January of each calendar year during this Agreement, based on the sole discretion of the Executive Committee.

c. Automobile Allowance. The Authority will pay Miller an automobile allowance of $650.00 per month, payable in bi-weekly installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order.

d. Medical Allowance. The Authority will contribute $2,000 per month towards Miller's health and dental insurance premiums.

e. Vision Insurance. The Authority will pay Miller's full premium for the Authority's group vision insurance plan.

f. Life Insurance. The Authority will provide Miller group life insurance in the amount of $100,000.00 on the first day of the month following her commencement as Executive

Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority's choosing.

g. **Deferred Compensation.** The Authority will match any contribution made by Miller towards that plan, up to $375 per month.

h. **Cell Phone Expense.** Miller shall be provided the use of an Authority-owned cell phone for business use during her tenure as Executive Director. The cell phone shall remain the property of the Authority, and may be collected and searched by the Authority at any time for any reason.

i. **Reimbursement for Business Expenses.** Miller shall be compensated only as provided in this Agreement. The Authority recognizes that certain expenses of a non-personal and job-related nature may be incurred by Miller and accordingly, the Authority, pursuant to its expense reimbursement policy, agrees to reimburse Miller for such reasonable expenses as are submitted to the Authority for approval. Any such requests for reimbursement shall be accompanied by expense receipts, statements, or other proof of expenditure. Miller shall not incur any travel expenses without prior approval of the Chair of the Executive Committee.

j. **General Leave Accrual; Holidays.** Miller shall accrue general leave at the rate of thirty (30) hours for every one (1) month of continuous service, subject to an accrual cap of 360 hours. Miller shall also be entitled to take off the 11 fixed public holidays observed by the Management and Confidential Employee Group. Miller may voluntarily convert, for cash, 360 hours of general leave divided between two opportunities each year: the last pay period in May and the last pay period in October. In order to convert unused general leave for cash, Miller must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed out from the next years' General Leave accrual. During the calendar year following the pre-designation, Miller may convert for cash from the pre-designated amount in the last pay period in May. If no cash-out occurs in May and/or any remaining balance of the pre-designated amount exists, it will be cashed out in the last pay period in October. The first irrevocable election will be made in December 2026. The conversion is at 100% of employee's base rate of pay.

k. **Fringe Benefits.**

1. **Retirement.** The Authority has contracted with the California Public Employees Retirement System (CalPERS) for retirement benefits. The Authority shall provide a CalPERS contract of two percent (2%) at sixty (60) under the CalPERS Miscellaneous Second Tier, based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary toward the employees' contribution.

2. The Authority shall not be deemed responsible to provide for Miller any financial or other obligation which is provided to regular employees of the Authority. Miller shall not receive fringe benefits of any kind from the Authority

other than those specifically stated herein. The Authority shall provide liability insurance coverage for Miller's acts within the course and scope of her duties as the Authority's Executive Director.

4. **Termination.**

a. **At-Will Employment.** The Executive Director position is an at-will position. Either the Authority or Miller may terminate this Agreement at any time, with or without cause, by delivering written notice of its decision to the other party. If Miller decides to resign or retire prior to the conclusion of this Agreement, it is expected that Miller will provide the Authority with at least forty-five (45) days' notice.

b. **Termination Upon Incapacity.** Miller's employment with the Authority shall cease upon the date of her death or physical or mental incapacity to the extent that Miller becomes incapacitated for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform her duties on a full-time basis. Upon termination for death or physical or mental incapacity, Miller shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement. Miller shall not be entitled to any severance if she is terminated for death.

c. **Termination Without Cause.** In the event the Authority exercises its right to terminate this Agreement without cause, Miller shall be eligible to receive a severance payment up to six (6) times her current monthly compensation as described in Section 3(a) of this Agreement and as may have been increased by the Authority prior to her separation.

d. **Limitations on Severance.** Notwithstanding any other provision in this Agreement, in no event shall Miller receive a severance payment in excess of the limitations provided in Government Code sections 53260 - 53264, or other applicable law. Receipt of severance under this Agreement may, at the Authority's discretion, be conditioned upon Miller signing a waiver of claims and release agreement. Further, in the event Miller is convicted of a crime involving an abuse of her office or position, Miller shall reimburse the Authority for any paid leave or cash settlement (including severance), as provided by Government Code sections 53243 – 53243.4.

e. **Termination For Cause.** If Miller's employment is terminated by the Authority because the Authority, in its sole discretion, determines that Miller has engaged in acts of moral turpitude, or has misused or abused her office or position, then Miller shall not be entitled to any severance payment. Any dispute as to whether severance is excused under this Section 4, shall be referred to binding arbitration before a single neutral arbitrator selected from a list of seven arbitrators requested from the California State Mediation and Conciliation Service. The Authority will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.

5. <u>Miscellaneous.</u>

a. **Confidential Information.** Miller acknowledges and stipulates that in the performance of her duties, the Authority discloses and entrusts her with certain confidential or proprietary information. Miller agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Miller during Miller's relationship with the Authority unless such disclosure is authorized by the Authority in writing, required by law, or required in the performance of the duties of the Executive Director. This provision shall survive the termination or expiration of this Agreement.

b. **Assignment.** This Agreement is for the unique personal services of Miller and may not be assigned by Miller without the expressed written consent of the Authority. Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

c. **Severability.** Each provision, subprovision, or term of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined invalid or void for any reason.

d. **Incorporation.** The Recitals are true and correct and incorporated into this Agreement by this reference.

e. **Attorneys' Fees.** In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including without limitation those costs and fees incurred upon any appeal, as awarded by the court.

f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the Parties with respect to the subject matter covered hereby and may be amended, waived, or terminated only by an instrument in writing signed by the Parties hereto. This Agreement shall be interpreted according to its fair meaning and not for or against the party which drafted same.

g. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed to constitute original signatures.

h. **Governing Law.** This Agreement has been executed in the State of California and shall be governed in accordance with the laws, rules, and regulations of the State of California. In the event there is a conflict between this Agreement and any Board policies, rules, or regulations, this Agreement shall prevail.

i. **Independent Judgment.** Miller acknowledges that she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement. Miller acknowledges that she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied upon any representation of the Authority, its officers, agents, employees, or attorneys, other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: ______________________

Vontray Norris, Chairman of the Executive Committee

KRISTIN MILLER

By: ______________________

APPROVED AS TO FORM:

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Jennifer Petrusis, General Counsel