

Memorandum



Date: June 21, 2007

To: Mike Allen, Chief Deputy Clerk of the Board

From: Susan Paul, Assistant CEO/HR Director *Susan*

Subject: Agenda Item A-12

cc: Michael F. Brown, County Executive Officer
Bob Geis, Auditor-Controller
Shane Stark, County Counsel

As we discussed, it was necessary to make a minor correction to the attachment to Item A-12.

Please replace page one of the attachment. The replacement is a technical correction and is necessary to reflect the appropriate Internal Revenue Code Sections referenced in 5.1. No other changes were made to the document.

Please let me know if you have any questions or require additional information. You can reach me at extension 2817.

AGREEMENT FOR SERVICES OF COUNTY EXECUTIVE OFFICER

THE COUNTY OF SANTA BARBARA ("COUNTY"), a political subdivision of the State of California, and MICHAEL F. BROWN ("BROWN"), mutually agree as follows.

1. **SCOPE OF SERVICES.** BROWN shall serve as County Executive Officer of the County of Santa Barbara. BROWN 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 2-79). In particular, as specified in County Code § 2-70, BROWN 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. BROWN shall direct and manage the implementation of the Board of Supervisors' Strategic Plan for the County of Santa Barbara.

2. **EMPLOYMENT STATUS.** BROWN is a county officer and an at-will employee of the County. BROWN shall have the benefits and obligations of appointed County Department Heads. BROWN shall be a member of the County Retirement System.

3. **DEVOTION TO COUNTY BUSINESS.** BROWN shall devote his productive time, ability, and attention to the business of the County during the term of this agreement. BROWN 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 BROWN from making personal investments or conducting private business affairs.

4. **COMPENSATION.** BROWN shall be appointed at an annual salary of \$228,070, payable bi-weekly, with cost of living and performance adjustments received by County executives generally. Further salary adjustments shall be by Resolution of the Board of Supervisors. The Board of Supervisors may, in the interest of payroll simplification, convert to salary any benefit provided by this agreement, as allowed by applicable law.

5. **BENEFITS.** BROWN shall receive all of the management benefits set forth for Department Heads in Resolution No. 04-358 or as changed by subsequent Resolutions.

5.1 The County will provide Brown with additional annual contributions to cover the annual retirement benefits otherwise earned and payable to Brown as a member of the Santa Barbara County Employees Retirement System (SBCERS) but which are limited by Section 401 (a) (17) of the Internal Revenue Code of 1986. The additional County contribution on behalf of Brown shall be made to an Internal Revenue Code § 401(a) account. The amount of County contribution at this time will be approximately 1.5% of Brown's annual salary, subject to the limits under Internal Revenue Code Section 415 (c) (A).