

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** September 29, 2004  
**Department Name:** County Counsel  
**Department No.:** 013  
**Agenda Date:**  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors  
**FROM:** Shane Stark, County Counsel  
**SUBJECT:** County Administrator Contract

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**Recommendation:**

That the Board of Supervisors: Approve agreement with Michael F. Brown for services as County Administrator for a term beginning December 2, 2004 and ending June 30, 2005.

**Alignment with Board Strategic Plan:** This is a matter of law and business necessity.

**Executive Summary and Discussion:**

On September 28, 2004, in connection with a performance review of County Administrator Michael F. Brown, the Board of Supervisors directed County Counsel to prepare a new contract for Mr. Brown. His present contract expires December 1, 2004. The attached contract is submitted for Board approval.

The contract is for a seven month term beginning December 2, 2004 and ending June 30, 2005.

The compensation reflects his current salary range (7884), which was set as part of the 1999 County Executive compensation package. Mr. Brown is at the E-step, with an annual salary of \$180,694. He is to receive performance and cost of living adjustments given to County executives generally.

**Mandates and Service Levels:** The County Administrator position is mandated. Service levels will not be affected.

**Fiscal and Facilities Impacts:** The County Administrator's salary and benefits are set by Board resolution.

**Special Instructions:** None

**Concurrence:** N/A

## AGREEMENT FOR SERVICES OF COUNTY ADMINISTRATOR

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 Administrator of the County of Santa Barbara. BROWN shall have the powers and duties of the County Administrator as provided in the general law of the State of California and the Santa Barbara County Code, particularly the County Administrator 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 \$180,694 (Range 7884, Step E) 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 Resolutions No. 01-361 and 04-132 or as changed by subsequent Resolutions.

6. **AUTOMOBILE ALLOWANCE.** BROWN shall receive an automobile allowance of \$251 per pay period in lieu of being assigned a county vehicle, plus mileage reimbursement for use of personal vehicle as set forth in applicable County travel policy.

7. TERM. This agreement shall be effective from December 2, 2004 through June 30, 2005. After the conclusion of the term of this agreement, BROWN shall continue to serve as County Administrator under the provisions of this agreement until the parties approve a new contract, or his successor is appointed, or his employment is terminated. During such holdover period, the County or Brown may terminate Brown's employment upon 30 days written notice.

8. PERFORMANCE EVALUATIONS. The Board of Supervisors shall complete a written evaluation of BROWN's performance on at least an annual basis.

9. TERMINATION. BROWN may be removed from office with or without cause as provided in County Code § 2-71, or later adopted provisions of the County Administrator Ordinance. Either party may terminate this agreement on 30 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. BROWN shall give the Board of Supervisors 30 days written notice of his intent to resign.

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, commission of a crime or offense punishable under state law by removal from office, or commission of acts of moral turpitude, including acts of dishonesty, fraud, or misrepresentation.

10. RETIREMENT CONTRIBUTION. County will pay the same contribution to BROWN's share of the cost of the retirement benefit that is provided to Department Heads under Resolution No. 01-361 or successor resolution, presently \$172.30 bi-weekly. On recommendation of the Santa Barbara County Board of Retirement under Gov. Code § 31630, County will pay an additional \$92.30 per bi-weekly pay period contribution to BROWN's share of the cost of the retirement benefit.

11. PROFESSIONAL DEVELOPMENT. In order to promote BROWN's professional development and to enable the County to benefit from the knowledge gained in the course of BROWN's professional development, County will make the following annual reimbursements:

11.1 County will pay BROWN's annual membership dues in the International City Managers Association (ICMA).

11.2 County will pay travel costs for the annual ICMA national conference and up to two ICMA committee meetings per year, if such meetings occur during BROWN's term of office. Travel costs include hotel, air fare, and meals, as allowed by County travel policy. Costs are payable by claim on presentation of paid receipts or canceled checks, as required by County policy. BROWN will report to the Board of Supervisors and County executives on the topics and issues discussed at ICMA meetings.

12. INDEMNIFICATION. County will defend and indemnify BROWN for all losses and against all liability sustained by BROWN in direct consequence of the discharge of his duties on behalf of the County, as specified in the California Government Code.

13. GENERAL PROVISIONS. The following general provisions apply to this Agreement:

13.1 ENTIRE AGREEMENT. This agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or BROWN other than those contained herein.

13.2 MODIFICATIONS. Any modifications of this agreement will be effective only if it is in writing and signed by the party to be charged.

13.3 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.

13.4 SEVERABILITY. This agreement is fully severable. If any part of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining conditions shall continue in full force and effect without being impaired or invalidated in any way.

13.5 LAW GOVERNING AGREEMENT. This agreement shall be governed by and construed in accordance with the laws of the State of California.

13.6 DISPUTE RESOLUTION. Venue for any litigation arising under this Agreement shall be in the Superior Court of Santa Barbara County. The parties agree that no litigation arising under this Agreement shall be commenced or maintained unless the parties have met and attempted in good faith to resolve any dispute by negotiation, mediation, or other alternative form of dispute resolution.

This Agreement is made and entered into on the \_\_\_\_ day of September, 2004.

COUNTY OF SANTA BARBARA

ATTEST:

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JOSEPH CENTENO  
Chair, Board of Supervisors

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MICHAEL F. BROWN  
Clerk of the Board

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MICHAEL F. BROWN

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
County Counsel

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS  
Auditor-Controller

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