

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

This Agreement for the Employment of County Executive Officer ("AGREEMENT") is made by and between the County of Orange and its Board of Supervisors (collectively, "COUNTY") and FRANK KIM (hereinafter "KIM").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby appoints, and the COUNTY hereby agrees to employ, KIM as the County Executive Officer on the terms and conditions specified herein. KIM hereby agrees to accept this appointment to the position of County Executive Officer and to serve as an agent of the Board of Supervisors ("BOARD").

2. TERM

This AGREEMENT is for a five-year term commencing on the EFFECTIVE DATE of this AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be Tuesday, May 12, 2015, following ratification of this AGREEMENT by the BOARD. Unless extended by mutual agreement, in writing, this AGREEMENT shall terminate five (5) years after the EFFECTIVE DATE, *i.e.*, Tuesday, May 12, 2020, a date hereinafter identified as the "EXPIRATION DATE".

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction and supervision of the BOARD, KIM shall perform the duties and responsibilities of the County Executive Officer, including those duties and responsibilities set forth in Section 1-2-64 of the Codified Ordinances of the County of Orange, as well as any other such duties that may be assigned by the BOARD or prescribed by law, and shall at all times competently perform such duties in a manner satisfactory to the BOARD. KIM shall exercise all of the authority vested in the County Executive Officer pursuant to the COUNTY Personnel and Salary Resolution, as amended, and all other resolutions adopted by the BOARD.

KIM shall be responsible for ensuring that all COUNTY employees enjoy a work environment free of unlawful harassment, discrimination, and retaliation, and shall ensure that allegations of unlawful harassment, discrimination, and retaliation are promptly and thoroughly investigated and addressed. KIM shall devote his full time and attention to the duties and responsibilities of his position and shall not accept outside employment (including non-compensated volunteer activities) without the prior approval of the BOARD.

In the performance of his duties, KIM shall have and exercise the authority and powers necessary to manage all functions and operations of the COUNTY, except for those functions and operations committed to (1) voter-elected officers of the COUNTY, and (2) the Clerk of the Board, County Counsel, Internal Audit Department, Office of Independent Review, and Office of

the Performance Audit Director, all of which report directly to the BOARD. With regard to the functions and operations of those COUNTY departments committed to voter-elected officers and direct reports to the BOARD, KIM shall have and exercise budget control and oversight, subject to final approval by the BOARD.

KIM shall bring to the BOARD's immediate attention any sensitive matters, including, but not limited to, budget, human relations, legislative affairs, and all internal and external operations of the COUNTY. KIM shall cause the budget planning of all departments to be compatible with approved BOARD policies and strategic plans. KIM shall review and evaluate the budget estimates of all COUNTY departments and shall submit a recommended annual budget to the BOARD. KIM shall exercise continuous review of revenues and expenditures throughout the year to ensure appropriate budgetary control and shall recommend to the BOARD the implementation of any necessary fiscal controls. All departmental requests for supplemental appropriations and budget transfers that require BOARD approval shall be reviewed by KIM for his recommendation.

4. COMPLIANCE WITH THE LAW

KIM shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Codified Ordinances of the County of Orange. By signing this AGREEMENT, KIM acknowledges that, as County Executive Officer, he shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and agrees that he will comply with the Orange County Gift Ban Ordinance (commencing at section 1-3-21 of the Codified Ordinances of the County of Orange).

5. PERFORMANCE EVALUATION

Commencing six months, and twelve months, after the EFFECTIVE DATE of this AGREEMENT, and then annually thereafter, the BOARD shall evaluate the performance of KIM and prescribe for KIM his goals and priorities. However, a failure on the part of the BOARD to timely conduct or complete a performance evaluation will not affect any other provision of this AGREEMENT.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as County Executive Officer, KIM shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of two hundred and forty-eight thousand, fifty-seven dollars and sixty-eight cents (\$248,057.68). KIM shall accrue annual leave, and shall be entitled to a payoff for accrued, unused annual leave, at the time of separation of employment, in the same manner as other COUNTY Executive Management (Group II) employees and in accordance with the COUNTY Annual Leave Plan, Amendment 1 to the COUNTY Personnel & Salary Resolution, as updated on July 31, 2007.

As the position of County Executive Officer is an overtime-exempt executive position, KIM shall not be entitled to overtime pay under either the Fair Labor Standards Act or California

law. KIM shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management employees generally.

As County Executive Officer, KIM shall receive the same benefits generally provided to other Executive Management (Group II) employees, except as otherwise provided herein or in other acts of the BOARD. KIM shall be a member of the Orange County Employees Retirement System, and shall be required to pay for the employee's share of the normal cost of his pension benefit plus the complete reverse pick-up.

As required under Labor Code section 2802 and Government Code section 995, the COUNTY will defend and indemnify KIM for all losses and against all liability sustained by KIM in direct consequence of the discharge of duties performed on behalf of the COUNTY. However, the COUNTY shall have no obligation to indemnify KIM, or provide legal representation to KIM for any criminal proceeding.

7. RESIGNATION/TERMINATION/RETURN RIGHTS

KIM shall serve as County Executive Officer at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either KIM or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, KIM's authority as the County Executive Officer shall immediately terminate and revert to the BOARD.

KIM is advised and, with his signature below, hereby acknowledges and agrees that he shall have none of the due process rights of a regular, full-time COUNTY employee. As a condition of his appointment, KIM knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights he may have, express or implied, to any notice and/or hearing either before or after termination of this AGREEMENT, and/or to any continued employment with the COUNTY after termination of this AGREEMENT, except as provided below.

In the event the BOARD terminates this AGREEMENT, KIM shall be dismissed from his position as County Executive Officer and shall have a right to return to his former position as Chief Financial Officer, or to an equivalent vacant Executive Management (Group II) position, as determined by the BOARD. Upon exercising his right to return, KIM shall again be an at-will employee of the COUNTY, entitled to receive from the COUNTY (1) the compensation and other benefits provided to KIM immediately prior to the EFFECTIVE DATE of this AGREEMENT, as well as any salary or benefit increases granted to other Executive Management (Group II) personnel during the term of KIM'S service as County Executive Officer; and (2) a lump sum severance payment, equal to three months of salary, paid as wages, less applicable taxes and deductions, in the event KIM'S at-will employment as an Executive Management (Group II) employee is terminated by the COUNTY without cause.

However, KIM shall have no right to return to an Executive Management (Group II) position, or to receive any severance package from the COUNTY, upon the EXPIRATION DATE of this AGREEMENT, or if (1) KIM voluntarily resigns from his employment with the COUNTY, or (2) the COUNTY terminates this AGREEMENT because of misconduct, *i.e.*, a substantial

breach by KIM of an important duty or obligation owed to the COUNTY, willful or wanton in character, and tending to injure the COUNTY.

8. MERGER

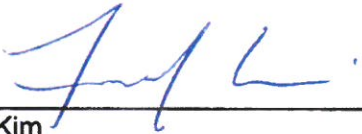
This AGREEMENT is intended to serve as the final expression of the agreement between the COUNTY and KIM. The COUNTY and KIM acknowledge and agree that no representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. The COUNTY and KIM also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

9. MODIFICATION

This AGREEMENT may be modified by mutual agreement between the COUNTY and KIM. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

10. ACKNOWLEDGEMENT AND CONSENT

By signing below, KIM and Orange County Board of Supervisors Chairman Todd Spitzer, on behalf of the COUNTY, each acknowledge that they (1) have read and fully understand the terms and conditions of this AGREEMENT, and (2) consent and agree to each and every term and condition contained herein.

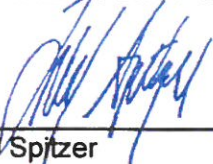


Frank Kim

APRIL 28, 2015

Date

FOR THE COUNTY OF ORANGE:



Todd Spitzer
Chairman of the Board of Supervisors
County of Orange, California

5/12/15

Date

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec 25103, Reso 79-1535
Attest:



Robin Stieler

Robin Stieler
Interim Clerk of the Board
County of Orange, California

Approved as to form:
Office of the County Counsel
Orange County, California

By: *Leon Page*

Leon J. Page
Senior Assistant County Counsel