

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

This Agreement for the Employment of Interim County Executive Officer ("AGREEMENT") is made by and between the County of Orange and its Board of Supervisors (collectively, "COUNTY") and CORNELIUS HERICUS ("KC") ROESTENBERG (hereinafter "ROESTENBERG").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

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

2. TERM

This AGREEMENT is for an indefinite term commencing on the EFFECTIVE DATE of this AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be Friday, June 26, 2026, following ratification of this AGREEMENT by the BOARD. ROESTENBERG shall serve as Interim County Executive Officer until the BOARD appoints a permanent County Executive Officer, or until this AGREEMENT is otherwise terminated as provided herein, whichever occurs first, the date of such event being hereinafter identified as the "EXPIRATION DATE".

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction and supervision of the BOARD, ROESTENBERG 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. ROESTENBERG 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. ROESTENBERG shall be responsible for ensuring that all COUNTY employees enjoy a work environment free of unlawful harassment, discrimination, and retaliation, and shall

Attachment A

ensure that allegations of unlawful harassment, discrimination, and retaliation are promptly and thoroughly investigated and addressed. ROESTENBERG 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, ROESTENBERG 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 or appointed 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 or appointed officers and direct reports to the BOARD, ROESTENBERG shall have and exercise budget control and oversight, subject to final approval by the BOARD.

ROESTENBERG 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. ROESTENBERG shall cause the budget planning of all departments to be compatible with approved BOARD policies and strategic plans. ROESTENBERG shall review and evaluate the budget estimates of all COUNTY departments and shall submit a recommended annual budget to the BOARD. ROESTENBERG 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 ROESTENBERG for his recommendation.

4. COMPLIANCE WITH THE LAW

ROESTENBERG 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, ROESTENBERG acknowledges that, as County Executive Officer, he shall be required to file Statements 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, the BOARD shall evaluate the performance of ROESTENBERG and prescribe for ROESTENBERG 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 LEAVE ACCRUALS

For services rendered to the COUNTY as Interim County Executive Officer, ROESTENBERG shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of \$430,000. ROESTENBERG shall accrue vacation and sick leave, and shall be entitled to a payoff for accrued, unused leave, at the time of separation of employment, in the same manner as other COUNTY Executive Management (Group II) employees. As the position of Interim County Executive Officer is an overtime-exempt executive position, ROESTENBERG shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law. ROESTENBERG shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management employees generally.

As County Executive Officer, ROESTENBERG 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. ROESTENBERG 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 any required reverse pick-up.

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

7. RESIGNATION/TERMINATION

ROESTENBERG shall serve as Interim County Executive Officer at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either ROESTENBERG or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, ROESTENBERG'S authority as the Interim County Executive Officer shall immediately terminate and revert to the BOARD. ROESTENBERG 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 with respect to his service as Interim County Executive Officer. As a condition of his appointment, ROESTENBERG 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 as Interim County Executive Officer,

except as expressly provided below in this Section 7 and in Section 8 regarding his election of either the right to return to the position of Chief Information Officer or a severance payment.

Upon his removal from the position of Interim County Executive Officer, ROESTENBERG shall elect to either (a) return to his former position of Chief Information Officer for the COUNTY, the Group II Executive Management classification he held immediately prior to his appointment as Interim County Executive Officer, or (b) receive the severance package described in Section 8 below, but ROESTENBERG shall not be entitled to both. If ROESTENBERG elects to return to the position of Chief Information Officer, ROESTENBERG shall receive the compensation and benefits associated with the classification of Chief Information Officer under Group II of the COUNTY Personnel and Salary Resolution and shall be subject to all of the terms and conditions applicable to that classification.

If ROESTENBERG elects to return to the position of Chief Information Officer, such return is non-disciplinary, and ROESTENBERG shall have no right to appeal the return under any agreement or COUNTY policy, including the Personnel and Salary Resolution. Nothing in this AGREEMENT shall prevent disciplinary action, up to and including termination, against ROESTENBERG following his return to the position of Chief Information Officer, in accordance with the terms and conditions applicable to that classification, for any misconduct in which ROESTENBERG engaged while serving as Interim County Executive Officer.

8. SEVERANCE PAYMENT UPON TERMINATION

In the event the BOARD terminates this AGREEMENT, ROESTENBERG shall be removed from his position as Interim County Executive Officer and, if ROESTENBERG elects not to exercise the right to return to the position of Chief Information Officer set forth in Section 7 above, ROESTENBERG shall instead be entitled to a severance package, payable in a single lump sum, equal to the sum of salary and the County's share of the costs of health insurance premiums calculated from the date of termination through the next 90 calendar days. Pursuant to Government Code section 53261, no other non-cash items or fringe benefits shall be included in the severance package.

However, ROESTENBERG shall not receive any severance package from the COUNTY upon the EXPIRATION DATE of this AGREEMENT, if (1) ROESTENBERG voluntarily resigns from his appointment as Interim County Executive Officer, or (2) ROESTENBERG elects to apply for a pension or similar defined-benefit retirement from any public retirement system; or (3) the COUNTY terminates this AGREEMENT for "good cause" under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

9. MERGER

This AGREEMENT is intended to serve as the final expression of the agreement between the COUNTY and ROESTENBERG. The COUNTY and ROESTENBERG 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 ROESTENBERG also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

10. MODIFICATION

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

11. ACKNOWLEDGEMENT AND CONSENT

By signing below, ROESTENBERG and Orange County Board of Supervisors Chairman Doug Chaffee, 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.

KC Roestenberg

Date

Doug Chaffee
Chairman of the Board of Supervisors
County of Orange

Date

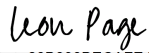
Attachment A

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
Clerk of the Board
County of Orange, California

Date

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

DocuSigned by:

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Leon J. Page
County Counsel