

**COUNTY OF ORANGE
AGREEMENT FOR THE EMPLOYMENT OF
COUNTY COUNSEL**

This Agreement for the Employment of County Counsel ("AGREEMENT") is made by and between the County of Orange and its Board of Supervisors (collectively, "COUNTY") and LEON J. PAGE (hereinafter "PAGE").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby confirms the appointment of, and hereby agrees to employ, PAGE as the County Counsel on the terms and conditions specified herein. PAGE hereby agrees to accept this appointment to the position of County Counsel and to serve as an agent and fiduciary of the Board of Supervisors ("BOARD").

2. TERM

In accordance with Government Code section 27641, this AGREEMENT is for a four-year term commencing on the EFFECTIVE DATE of this AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be Friday, July 24, 2015. Unless extended by mutual agreement, in writing, this AGREEMENT shall terminate four (4) years after the EFFECTIVE DATE, *i.e.*, on Tuesday, July 23, 2019, a date hereinafter identified as the "EXPIRATION DATE".

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the BOARD, PAGE shall perform the duties and responsibilities of the County Counsel, including those duties and responsibilities set forth in Government Code sections 27640 through 27647, and shall at all times perform such duties in a professional manner that is both (1) satisfactory to the BOARD, and (2) consistent with the California Rules of Professional Conduct. As County Counsel, PAGE shall bring to the BOARD's immediate attention any sensitive legal matters, including, but not limited to, facts and circumstances known to PAGE that create, for the County, a significant exposure to liability.

As a COUNTY department head, PAGE shall be responsible for ensuring that all COUNTY employees employed in the Office of County Counsel 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. PAGE shall also be responsible for ensuring that attorneys working in the office of County Counsel are provided with opportunities for professional development and training. PAGE shall devote his full time and attention to the duties and responsibilities of his office and shall not accept outside employment (including non-compensated volunteer activities) without the prior approval of the BOARD.

4. COMPLIANCE WITH THE LAW

PAGE 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, PAGE acknowledges that, as County Counsel, 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 after the EFFECTIVE DATE of this AGREEMENT, and then at least annually thereafter, the BOARD shall formally evaluate the performance of PAGE. 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 and nothing herein shall preclude the BOARD from evaluating the performance of PAGE more frequently, formally or informally, when determined to be necessary by the BOARD.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as County Counsel, PAGE shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of two hundred and ten thousand, five hundred and seventy-nine dollars, and twenty cents (\$210,579.20). PAGE 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 employees and in accordance with the laws of California.

As the position of County Counsel is an overtime-exempt executive position, PAGE shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law. PAGE shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management employees generally.

PAGE 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. PAGE 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 PAGE for all losses and against all liability sustained by PAGE in direct consequence of the discharge of duties performed on behalf of the COUNTY. However, the COUNTY shall have no obligation to indemnify PAGE, or provide legal representation to PAGE for any criminal proceeding.

7. TERMINATION OF AGREEMENT

In accordance with the provisions of Government Code section 27641, the BOARD may remove PAGE from the office of County Counsel, and thereby terminate this AGREEMENT, at any time for neglect of duty, malfeasance or misconduct in office, or other good cause shown.

PAGE 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 this AGREEMENT, PAGE knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights he may have, express or implied, to any return rights, bumping rights, or any kind of continuing employment with the COUNTY following termination of this AGREEMENT by the BOARD.

8. MERGER

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

9. MODIFICATION

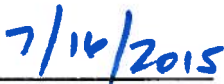
This AGREEMENT may be modified by mutual agreement between the COUNTY and PAGE. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

10. ACKNOWLEDGEMENT AND CONSENT

By signing below, PAGE 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.

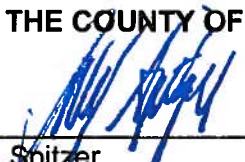


Leon J. Page



Date

FOR THE COUNTY OF ORANGE:



Todd Spitzer
Chairman of the Board of Supervisors
County of Orange



Date

Signed and certified that a copy of this document has been delivered to the Chairman

of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:



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



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

By: 

Mark Howe
Supervising Deputy County Counsel