

**COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
AIRPORT DIRECTOR**

This Employment Agreement for the Airport Director ("AGREEMENT") is made by and between the County of Orange ("COUNTY") and BARRY RONDINELLA (hereinafter "RONDINELLA").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby agrees to employ RONDINELLA as the Airport Director on the terms and conditions specified herein. RONDINELLA hereby agrees to accept this appointment to the position of Airport Director of John Wayne Airport ("JWA") and agrees to serve as an agent of the COUNTY, under the direction of the County Chief Operating Officer ("COO").

2. TERM

This AGREEMENT is for a one-year term, commencing on November 13, 2015 and ending on November 12, 2016 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the COO, RONDINELLA shall be responsible for the overall operation of JWA, including all operations, administration, planning, and development activities at JWA. RONDINELLA shall perform the duties and responsibilities of the Airport Director, including those duties and responsibilities set forth in Section 2-1-12 of the Codified Ordinances of the County of Orange, as well as any other such duties that may be assigned by the COO or prescribed by law, and shall at all times competently perform such duties in a manner satisfactory to the COO.

4. COMPLIANCE WITH THE LAW

RONDINELLA 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, RONDINELLA acknowledges that, as Airport Director, 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

The COO will evaluate the performance of RONDINELLA both formally and informally on an ongoing basis. At least annually, however, RONDINELLA shall receive a formal evaluation

based on his performance as Airport Director. However, a failure to complete this formal evaluation will not affect any other provision of this AGREEMENT.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as Airport Director, RONDINELLA shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of two hundred thousand dollars (\$200,000). RONDINELLA shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. As the position of Airport Director is an overtime-exempt executive position, RONDINELLA shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

RONDINELLA shall accrue Annual Leave at the same rate as other COUNTY Executive Management (Group II) employees, and shall be entitled to a payoff for all accrued, unused Annual Leave, at the time of separation of employment, in accordance with the requirements of California law. RONDINELLA 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. RONDINELLA shall be a member of the Orange County Employees Retirement System, and shall be required to pay the employee's share of the normal cost of his pension benefit plus the complete reverse pick-up.

7. RESIGNATION/TERMINATION

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

RONDINELLA 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, RONDINELLA 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 to any continued employment with the COUNTY after termination of this AGREEMENT.

In the event the County Executive Officer decides to terminate this AGREEMENT, RONDINELLA shall receive from the COUNTY lump sum severance payment, equal to three (3) months of salary, payable as wages, less any applicable taxes and deductions. However, this AGREEMENT shall terminate automatically, without further action of the COUNTY, and RONDINELLA shall not be entitled to this or any other severance package from the COUNTY, if (1) RONDINELLA voluntarily resigns his employment; (2) RONDINELLA elects to apply for a pension or similar defined-benefit retirement from any public pension 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).

8. **MERGER**

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and RONDINELLA. The COUNTY and RONDINELLA 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 RONDINELLA 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 RONDINELLA. 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, RONDINELLA and County Executive Officer Frank Kim, on behalf of the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this AGREEMENT, and that they consent and agree to each and every term and condition contained herein.



BARRY RONDINELLA

10-15-15
Date

FOR THE COUNTY OF ORANGE:




Frank Kim
County Executive Officer
County of Orange

11/2/15
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: 

Leon J. Page
County Counsel