

**COUNTY OF ORANGE  
EMPLOYMENT AGREEMENT  
FOR  
CLERK OF THE BOARD**

This Employment Agreement for the Clerk of the Board ("AGREEMENT") is made by and between the County of Orange ("COUNTY"), its Board of Supervisors ("BOARD"), and ROBIN STIELER (hereinafter "STIELER").

**IT IS MUTUALLY AGREED:**

**1. APPOINTMENT**

The BOARD hereby agrees to appoint STIELER to the office of Clerk of the Board and further agrees that the COUNTY will employ STIELER on the terms and conditions specified herein. STIELER hereby agrees to accept this appointment to the office of Clerk of the Board and agrees to serve as an agent of the BOARD and as employee of the COUNTY.

**2. TERM**

This AGREEMENT is for a three-year term commencing on November 17, 2015, and ending on November 16, 2018 (hereinafter "EXPIRATION DATE").

**3. DUTIES, RESPONSIBILITIES, AND AUTHORITY**

Under the direction of the BOARD, STIELER shall perform the statutory duties and responsibilities of the Clerk of the Board, including those duties and responsibilities set forth in Government Code section 25101, 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.

**4. COMPLIANCE WITH THE LAW**

STIELER 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, STIELER acknowledges that, as Clerk of the Board, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and agrees that she 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**

Unless otherwise agreed by the parties, STIELER and the BOARD shall meet prior to January 31 of each year of this AGREEMENT to establish the performance goals and objectives of the Clerk of the Board for remainder of the year. The BOARD will evaluate the performance of STIELER both formally and informally on an ongoing basis. In July 2016, and then annually

thereafter, STIELER shall receive from the BOARD a formal evaluation based on her performance as Clerk of the Board. This evaluation shall be based upon STIELER'S performance goals and objectives, as determined by the BOARD. However, a failure to complete a formal evaluation will not affect any other provision of this AGREEMENT.

**6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE**

For services rendered to the COUNTY as Clerk of the Board, STIELER shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of one hundred and forty thousand, three hundred and seventeen dollars (\$140,317). STIELER 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 Clerk of the Board is an overtime-exempt executive position, STIELER shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

STIELER 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. STIELER 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. STIELER 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 her pension benefit plus the complete reverse pick-up.

**7. RESIGNATION/TERMINATION**

STIELER shall serve as Clerk of the Board at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either STIELER or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, the office of the Clerk of the Board shall become vacant and the duties of the Clerk of the Board shall be discharged by a chief deputy, assistant or deputy of the Clerk of the Board, as the case may be, next in authority to the Clerk of the Board in office at the time the vacancy occurs, in accordance with Government Code section 24105.

STIELER is advised and, with her signature below, hereby acknowledges and agrees that she shall have none of the due process rights of a regular, full-time COUNTY employee. As a condition of her appointment, STIELER knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights she may have, express or implied, to any notice and/or hearing either before or after termination of this AGREEMENT. In the event the BOARD decides to terminate this AGREEMENT, STIELER shall be dismissed from the office of Clerk of the Board but shall have a right to return to, and receive the compensation and benefits of, an Administrative Manager III position, with her work assignment and duties to be determined by the County Executive Officer.

However, STIELER shall have no right to return to an Administrative Management III position upon the EXPIRATION DATE of this AGREEMENT, or if (1) STIELER voluntarily

resigns from her employment with the COUNTY, or (2) the COUNTY terminates this AGREEMENT because of misconduct, *i.e.*, a substantial breach by STIELER 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 as the final expression of the agreement between the COUNTY and STIELER. The COUNTY and STIELER 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 STIELER also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

**9. MODIFICATION**

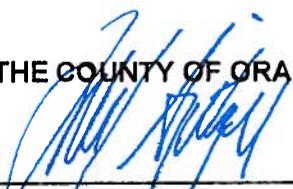
This AGREEMENT may be modified by mutual agreement between the COUNTY and STIELER. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

**10. ACKNOWLEDGEMENT AND CONSENT**

By signing below, STIELER and Chairman Todd Spitzer, on behalf of the BOARD and the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this AGREEMENT, and that they each consent and agree to each and every term and condition contained herein.

  
\_\_\_\_\_  
ROBIN STIELER

11-12-15  
Date

**FOR THE COUNTY OF ORANGE:**  
  
\_\_\_\_\_  
Todd Spitzer, Chairman  
Orange County Board of Supervisors  
County of Orange

11/17/15  
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

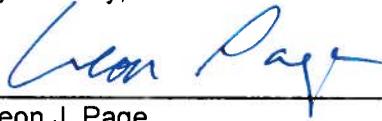
Attest:



Valerie Sanchez  
Assistant 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