

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

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

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The Board of Supervisors ("BOS") hereby appoints REYNOLDS as the Airport Director on the terms and conditions specified herein. REYNOLDS hereby accepts 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 Executive Officer ("CEO").

TERM

This AGREEMENT shall be for a three-year term commencing on June 6, 2022 and ending on June 5, 2025 (hereinafter "EXPIRATION DATE").

2. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the CEO, REYNOLDS shall be responsible for the overall operation of JWA, including all operations, administration, planning, and development activities. REYNOLDS 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 REYNOLDS may be assigned by the CEO or prescribed by law, and shall at all times competently perform such duties in a manner satisfactory to the CEO.

3. COMPLIANCE WITH THE LAW

REYNOLDS 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, REYNOLDS acknowledges that, as Airport Director, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and that she must comply with the Orange County Gift Ban Ordinance (commencing at Section 1-3-21 of the Codified Ordinances of the County of Orange).

4. PERFORMANCE EVALUATION

The CEO shall evaluate REYNOLDS' performance both formally and informally on an ongoing basis. However, at least annually, REYNOLDS shall receive a formal evaluation from the CEO based on her performance as Airport Director. However, a failure to complete this formal evaluation will not affect any other provision of this AGREEMENT.

5. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as Airport Director, REYNOLDS shall be compensated on a salary basis in the annual amount \$251,680 (or \$121/hour). REYNOLDS shall receive salary payments and adjustment 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, REYNOLDS shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

Upon the commencement of employment, the COUNTY will grant REYNOLDS one hundred and twenty (120) hours of vacation time balances, and REYNOLDS will accrue .0962 hours of vacation for each hour of pay received (approximately five (5) weeks annually). Upon appointment as Airport Director, REYNOLDS will accrue .0462 hours of sick leave with pay for each hour of pay received (approximately twelve (12) days annually). REYNOLDS shall be entitled to a payoff for all accrued, unused Vacation time (but not sick leave with pay), at the time of separation of employment, in accordance with the requirements of California law.

REYNOLDS 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 CEO. REYNOLDS shall be a member of the Orange County Employees Retirement System and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

6. RESIGNATION/TERMINATION

REYNOLDS shall serve as Airport Director at the pleasure of the CEO. This AGREEMENT may be terminated "at will" by either REYNOLDS or the CEO at any time, and without notice. Upon termination of this AGREEMENT, REYNOLDS' authority as the Airport Director shall immediately terminate and revert to the BOS.

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

In the event the CEO terminates this AGREEMENT prior to the EXPIRATION DATE, REYNOLDS shall receive from the COUNTY a lump sum severance payment, equal to the sum of 90 calendar days of salary, payable as wages, less any applicable taxes and deductions, and the COUNTY'S share of the costs of REYNOLDS' health insurance premiums.

This AGREEMENT shall terminate automatically, without further action of the CEO, and REYNOLDS shall not be entitled to this or any other severance package from the COUNTY, if: (1) REYNOLDS voluntarily resigns her employment; or (2) the COUNTY terminates this AGREEMENT prior to the EXPIRATION DATE for "good cause" under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

7. MERGER

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and REYNOLDS. 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. No other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

8. MODIFICATION

This AGREEMENT, including its term and EXPIRATION DATE, may be modified by mutual agreement between the CEO and REYNOLDS. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by REYNOLDS and the CEO.

9. ACKNOWLEDGEMENT AND CONSENT

By signing below, REYNOLDS and CEO Frank Kim, acting 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.

Charlene Reynolds

Date

FOR THE COUNTY OF ORANGE:

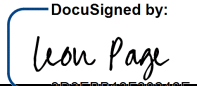
Frank Kim
County Executive Officer
County of Orange

Date

Attest:

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

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

By:  5/3/2022

Leon J. Page
County Counsel