

**COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
INTERNAL AUDIT DIRECTOR**

This Employment Agreement for Internal Audit Director ("AGREEMENT") is made by and between the County of Orange ("COUNTY") and Agripino Alonso (hereinafter "ALONSO").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby agrees to employ ALONSO as the Internal Audit Director ("DIRECTOR") on the terms and conditions specified herein. ALONSO hereby agrees to accept this appointment to the position of DIRECTOR.

2. TERM

This AGREEMENT is for a three-year term commencing on Monday, April 8, 2019, and ending on Friday, April 8, 2022 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the Board of Supervisors ("BOARD"), and the oversight of the Audit Oversight Committee, ALONSO will manage the Internal Audit Department. As DIRECTOR, ALONSO will ensure that the department provides (1) unfiltered, independent, and objective financial audits concerning the efficiency of COUNTY operations and programs, and (2) advisory services to the BOARD, as directed, regarding policy and management issues. ALONSO will work directly with the BOARD and the Audit Oversight Committee, and in consultation with the County Executive Officer, to recommend approaches for applying audit results.

ALONSO's responsibilities shall include, but are not limited to, the following:

- Directing all activities of the Internal Audit Department, including the scope of audits, audit staffing assignments as well as monitoring the ongoing developments of audit reports and analyses;
- Overseeing the management of the countywide Risk Assessment for the purpose of establishing the annual Audit Plan;
- Directing the preparation of audit reports for review by the Audit Oversight Committee and presentation to the BOARD;
- Monitoring the compliance of COUNTY agencies with state statutes and BOARD policy as well as determining the appropriate steps to ensure compliance with audit recommendations; and

- Developing policy recommendations or options for the BOARD in conjunction with elected and appointed officials, members of the community, civic and industry leaders and others.

COMPLIANCE WITH THE LAW

ALONSO shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Codified Ordinances of the COUNTY. By signing this AGREEMENT, ALONSO acknowledges that, as 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).

4. PERFORMANCE EVALUATION

The BOARD will evaluate the performance of ALONSO both formally and informally on an ongoing basis. At least annually, however, ALONSO shall receive a formal evaluation based on his performance as DIRECTOR. However, a failure to timely complete this formal evaluation will not affect any other provision of this AGREEMENT.

5. COMPENSATION, BENEFITS, VACATION TIME, AND SICK LEAVE

For services rendered to the COUNTY as DIRECTOR, ALONSO shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of two hundred and ten thousand, two hundred, and forty six dollars and forty cents (\$210,246.40), or \$101.08/hour, and shall additionally be entitled to receive the same salary adjustments and benefits generally provided to other Executive Management (Group II) employees. ALONSO 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 DIRECTOR is an overtime-exempt executive position, ALONSO 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 ALONSO eighty (80) hours of vacation time balances, and ALONSO will accrue .0962 hours of vacation for each hour worked (approximately five (5) weeks annually). During the first three (3) years of employment as DIRECTOR, ALONSO will accrue .0347 hours of sick leave with pay for each hour worked (approximately nine (9) days annually). In the fourth year of employment, should this AGREEMENT be extended, the sick leave accrual rate will increase to .0462 hours for each hour worked (approximately twelve (12) days annually). ALONSO 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.

6. RESIGNATION/TERMINATION

ALONSO shall serve as DIRECTOR at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either ALONSO or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, ALONSO'S authority as the DIRECTOR shall immediately terminate and revert to the BOARD.

ALONSO 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, ALONSO 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 BOARD decides to terminate this AGREEMENT, ALONSO 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 ALONSO'S health insurance premiums.

However, this AGREEMENT shall terminate automatically, without further action of the BOARD, and ALONSO shall not be entitled to this or any other severance package from the COUNTY, if (1) ALONSO voluntarily resigns his employment; or (2) 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).

7. MERGER

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

8. MODIFICATION

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


9. **ACKNOWLEDGEMENT AND CONSENT**

By signing below, ALONSO and Supervisor Lisa Bartlett, Chairwoman of the Board of Supervisors, 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.


Agripino Alonso

2/19/2019
Date

FOR THE COUNTY OF ORANGE:

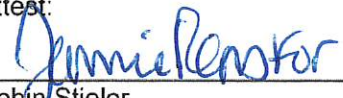

Chairwoman Lisa Bartlett
Supervisor, 5th District
Orange County Board of Supervisors
County of Orange

2/26/19
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
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