

**COUNTY OF ORANGE  
EMPLOYMENT AGREEMENT FOR  
COUNTY EXECUTIVE OFFICER**

This Agreement for the Employment of County Executive Officer ("AGREEMENT") is made by and between the County of Orange and its Board of Supervisors (collectively, "COUNTY") and MICHELLE AGUIRRE (hereinafter "AGUIRRE").

**IT IS MUTUALLY AGREED:**

**1. APPOINTMENT**

The COUNTY hereby appoints, and the COUNTY hereby agrees to employ, AGUIRRE as the County Executive Officer on the terms and conditions specified herein. AGUIRRE hereby agrees to accept this appointment to the position of County Executive Officer and to serve as an agent of the Board of Supervisors ("BOARD").

**2. TERM**

This AGREEMENT is for a one-year term commencing on the EFFECTIVE DATE of this AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be Tuesday, June 10, 2025, following ratification of this AGREEMENT by the BOARD. Unless extended by mutual agreement, in writing, this AGREEMENT shall terminate on Friday, June 26, 2026, a date hereinafter identified as the "EXPIRATION DATE".

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

Under the direction and supervision of the BOARD, AGUIRRE shall perform the duties and responsibilities of the County Executive Officer, including those duties and responsibilities set forth in Section 1-2-64 of the Codified Ordinances of the County of Orange, 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. AGUIRRE shall exercise all of the authority vested in the County Executive Officer pursuant to the COUNTY Personnel and Salary Resolution, as amended, and all other resolutions adopted by the BOARD. AGUIRRE shall be responsible for ensuring that all COUNTY employees 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. AGUIRRE shall devote her full time and attention to the

duties and responsibilities of her position and shall not accept outside employment (including uncompensated volunteer activities) without the prior approval of the BOARD.

In the performance of her duties, AGUIRRE shall have and exercise the authority and powers necessary to manage all functions and operations of the COUNTY, except for those functions and operations committed to (1) voter-elected officers of the COUNTY, and (2) the Clerk of the Board, County Counsel, Internal Audit Department, Office of Independent Review, and Office of the Performance Audit Director, all of which report directly to the BOARD. With regard to the functions and operations of those COUNTY departments committed to voter-elected officers and direct reports to the BOARD, AGUIRRE shall have and exercise budget control and oversight, subject to final approval by the BOARD.

AGUIRRE shall bring to the BOARD's immediate attention any sensitive matters, including, but not limited to, budget, human relations, legislative affairs, and all internal and external operations of the COUNTY. AGUIRRE shall cause the budget planning of all departments to be compatible with approved BOARD policies and strategic plans. AGUIRRE shall review and evaluate the budget estimates of all COUNTY departments and shall submit a recommended annual budget to the BOARD. AGUIRRE shall exercise continuous review of revenues and expenditures throughout the year to ensure appropriate budgetary control and shall recommend to the BOARD the implementation of any necessary fiscal controls. All departmental requests for supplemental appropriations and budget transfers that require BOARD approval shall be reviewed by AGUIRRE for her recommendation.

#### **4. COMPLIANCE WITH THE LAW**

AGUIRRE 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, AGUIRRE acknowledges that, as County Executive Officer, she shall be required to file Statements 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**

Commencing six months after the EFFECTIVE DATE of this AGREEMENT, the BOARD shall evaluate the performance of AGUIRRE and prescribe for AGUIRRE her goals and priorities. 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.

## **6. COMPENSATION, BENEFITS, AND LEAVE ACCRUALS**

For services rendered to the COUNTY as County Executive Officer, AGUIRRE shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of \$460,000. AGUIRRE shall accrue vacation and sick leave, and shall be entitled to a payoff for accrued, unused leave, at the time of separation of employment, in the same manner as other COUNTY Executive Management (Group II) employees. As the position of County Executive Officer is an overtime-exempt executive position AGUIRRE shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law. AGUIRRE shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management employees generally.

As County Executive Officer, AGUIRRE 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. AGUIRRE 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 her pension benefit in the same manner as other COUNTY Executive Management employees generally.

As required under Government Code section 995, the COUNTY will defend and indemnify AGUIRRE for all losses and against all liability sustained by AGUIRRE in direct consequence of the discharge of duties performed on behalf of the COUNTY. However, the COUNTY shall have no obligation to indemnify AGUIRRE, or provide legal representation to AGUIRRE for any punitive damages award or criminal proceeding.

## **7. RESIGNATION/TERMINATION**

AGUIRRE shall serve as County Executive Officer at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either AGUIRRE or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, AGUIRRE'S authority as the County Executive Officer shall immediately terminate and revert to the BOARD. AGUIRRE 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, AGUIRRE 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/or to any continued employment with the COUNTY after termination of this AGREEMENT.

## **8. SEVERANCE PAYMENT UPON TERMINATION**

In the event the BOARD terminates this AGREEMENT, AGUIRRE shall be dismissed from her position as County Executive Officer and shall be entitled to a severance package, payable in a single lump sum, equal to the sum of salary and the County's share of the costs of health insurance premiums calculated from the date of termination through the next 90 calendar days. Pursuant to Government Code section 53261, no other non-cash items or fringe benefits shall be included in the severance package.

However, AGUIRRE shall not receive any severance package from the COUNTY upon the EXPIRATION DATE of this AGREEMENT, or if (1) AGUIRRE voluntarily resigns from her employment with the COUNTY, (2) AGUIRRE 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).

## **9. MERGER**

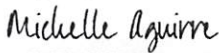

This AGREEMENT is intended to serve as the final expression of the agreement between the COUNTY and AGUIRRE. The COUNTY and AGUIRRE acknowledge and agree that no representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. The COUNTY and AGUIRRE 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 AGUIRRE. 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, AGUIRRE and Orange County Board of Supervisors Chairman Doug Chaffee, 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.

Signed by:  
  
\_\_\_\_\_  
Michelle Aguirre  
  
\_\_\_\_\_  
Doug Chaffee  
Chairman of the Board of Supervisors  
County of Orange

6/26/2025

Date

Date

SIGNED AND CERTIFIED THAT A COPY OF THIS  
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
OF THE BOARD PER G.C. Sec 25103, Reso 79-1535  
Attest:

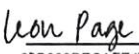
  
\_\_\_\_\_  
Robin Stieler  
Clerk of the Board  
County of Orange, California



Date

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

DocuSigned by:

  
\_\_\_\_\_  
Leon J. Page  
County Counsel