

MEMORANDUM OF AGREEMENT FOR APPOINTMENT
OF SUSAN NOVAK
TO THE POSITION OF CLERK OF THE BOARD

This Memorandum of Agreement for continued Appointment of Susan Novak to the Position of Clerk of the Board (“Agreement”) is entered into effective February 10, 2012 by and between Susan Novak (“Novak”) and the Orange County Board of Supervisors (“Board”) for the purpose of setting forth the compensation and other terms and conditions of employment, for the position of Clerk of the Board of Supervisors.

RECITALS

WHEREAS, the Board of Supervisors desires to appoint Novak to the position of Clerk of the Board of Supervisors subject to mutual agreement concerning compensation and other terms and conditions of employment; and

WHEREAS, this Agreement is intended to set forth compensation and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein below, it is agreed as follows:

1. Appointment

The Board of Supervisors offers and Novak accepts continued appointment to the position of Clerk of the Board of Supervisors on the terms and conditions specified herein. This appointment may be terminated as hereinafter provided.

2. Duties and Authority

Susan Novak shall perform the duties of Clerk of the Board of Supervisors and such other duties as may be prescribed by law including management of personnel and operations for the office in a professional manner. She shall exercise all of the authority vested in the Clerk of the Board of Supervisors.

3. Performance Evaluation

The Board of Supervisors shall evaluate Novak's performance annually during the term of this Agreement.

4. Compensation

The salary for services rendered while serving as Clerk of the Board of Supervisors shall be \$138,590.40 per year (\$66.63 hourly) effective February 10, 2012. Novak shall receive salary payments in the same manner and at the same times as other County Group II Executive Managers generally.

5. Annual Leave

Novak shall earn annual leave in the manner described in the ANNUAL LEAVE Article of the Personnel and Salary Resolution.

6. Retirement

Novak will pay the full share of the employee normal contribution with no pickup 1 or pickup 2 contributions paid by the County.

7. Additional Benefits

In addition to the salary specified in paragraph 4 and annual leave specified in paragraph 5, Novak shall receive the same benefits as provided to other Executive Management (Group II) employees generally.

8. Term of Contract

This Memorandum of Agreement shall be in effect until terminated by either party in accordance with paragraph 9 or 10.

9. Resignation

Novak may terminate this Agreement at any time for any reason by providing ninety (90) days written notice to the County.

10. Termination

Novak shall serve at the sole will and pleasure of the Board which may at any time, with or without notice or cause, and without hearing, terminate this appointment. Novak is advised and acknowledges that she has none of the termination rights of a regular employee of the County. Except as expressly provided herein, and as a condition of appointment, Novak knowingly, willingly and voluntarily gives up, waives, and disclaims any and all rights she may have, expressed or implied, to any notice and/or hearing either before or after termination, and/or to any continued employment with the County after termination.

11. Severance Pay

In the event Novak's employment is terminated by action of the Board as provided in paragraph 9, she shall receive the following severance benefit:

- (a) A lump sum payment equal to three months of salary.
- (b) A lump sum payment equal to the County's contribution toward medical/dental insurance benefit for the period of severance, based on rates in effect as of the date of termination.

This paragraph 10 (Severance Pay) shall not apply in the event of resignation.

The Provisions of Govt. Code 53260 are incorporated herein as if fully set out.

11. Compliance with Law

Novak shall, during the appointment, comply with all laws and regulations applicable to the position of Clerk of the Board of Supervisors. Any act or omission constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement, relieving the County of any and all obligations herein.

12. Acknowledge and Consent

Susan Novak acknowledges that she has read and fully understands the terms and conditions of this Memorandum of Agreement for Appointment to the position of Clerk of the Board of Supervisors and consents and agrees to each and every term and condition contained herein.

Dated this 31st day of January, 2012:

APPROVED AS TO FORM:

John W. Sells, *Chief Assistant*
COUNTY COUNSEL
COUNTY OF ORANGE

Susan Novak
Susan Novak
Clerk of the Board

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD



Robin Steeler
Deputy Clerk of the Board
County of Orange, California

John M.W. Moorlach
John M.W. Moorlach
Chairman of the Board of Supervisors