

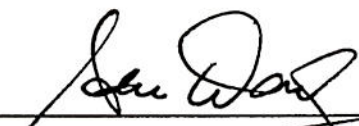
**AMENDMENT TO THE MEMORANDUM OF AGREEMENT FOR APPOINTMENT
OF STEVE DANLEY TO THE POSITION OF PERFORMANCE AUDIT DIRECTOR**

This Amendment to the Memorandum of Agreement for the Appointment of Steve Danley to the position of County Performance Audit Director ("Agreement") is entered into effective this 8th day of December, 2009. Except as modified below, all terms of the Agreement remain in full force and effect.

In consideration of the mutual covenants contained herein, it is agreed between the County of Orange and Steve Danley as follows:

1. The term of the Agreement is extended by four (4) years through January 7, 2015.
2. Paragraph 8 "Right to Return to Former Job Classification" shall be amended to read as follows:
 - a. "In the event Steve Danley's employment as Performance Audit Director is terminated by action of the Board of Supervisors as provided in paragraph 7, he shall have the right to return to his former job classification as an Administrative Manager III at the same salary as he received at the point of his termination as Performance Audit Director."
3. Except as amended herein, all terms of the Memorandum of Agreement and any and all amendments thereto shall remain in full force and effect.

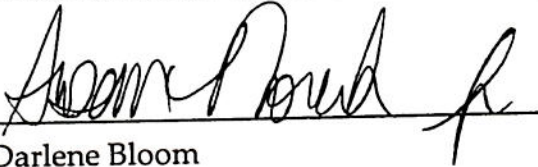
Dated this 8th day of December, 2009.



Steve Danley
County Performance Audit Director
County of Orange, California

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





Darlene Bloom
Clerk of the Board of Supervisors
County of Orange, California



Patricia C. Bates
Chair of the Board of Supervisors
County of Orange, California

Approved as to Form:
Office of the County Counsel



Nicholas S. Chrisos
County Counsel
County of Orange, California

MEMORANDUM OF AGREEMENT FOR APPOINTMENT
OF
TO THE POSITION OF PERFORMANCE AUDIT DIRECTOR

This Memorandum of Agreement for Appointment of Steve Danley to the position of Performance Audit Director (“Agreement”) is entered into this 8th day of January, 2008, by and between Steve Danley 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 Performance Audit Director.

RECITALS

WHEREAS, the Board desires to appoint Steve Danley to the position of Performance Audit Director subject to mutual agreement concerning compensation and other terms and conditions of employment; and

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

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

1. Appointment

The Board appoints and Steve Danley accepts appointment to the position of Performance Audit Director effective January 8, 2008, on the terms and conditions specified herein. This appointment is for a term of three years. It may be terminated as hereinafter provided.

2. Duties and Authority

Steve Danley shall perform the duties of Performance Audit Director in a professional manner. He shall have and exercise all authority and powers necessary to manage all functions

and operations of that office under the direction of the Board of Supervisors. He shall prepare an audit plan annually and report to the Board of Supervisors at least quarterly to advise on the progress of performance of such plan, except as otherwise directed by the Board. He will be available to meet with members of the Board on a regular basis.

3. Performance Evaluation

The Board of Supervisors will evaluate Steve Danley's performance annually during the term of this Agreement. Failure to perform the evaluation will not affect any other provision of this Agreement.

4. Compensation

The County will provide Steve Danley an annual salary for services rendered while serving as Performance Audit Director of approximately \$145,000 and he shall receive salary payments in accordance with the pay period described in Article VI, Section 1.A. of the Personnel and Salary resolution and shall receive salary payments in the same manner and at the same times as other County executive management employees generally.

5. Employee Benefits

Steve Danley shall receive benefits generally or specifically provided to other Executive Management (Group II) employees and as specifically provided for in the Personnel and Salary Resolution, except as otherwise provided herein or in other acts of the Board of Supervisors.

6. Indemnification and Legal Representation

The County agrees to defend and indemnify Steve Danley to the full extent provided in Division 3.6 of Title 1 of the California Government Code.

7. Resignation/Termination

Steve Danley shall serve at the sole pleasure of the Board and either party may terminate this Agreement at any time for any reason without notice or cause, and without hearing. Steve Danley is advised and acknowledges that he has none of the termination rights of a regular

employee of the County. Except as expressly provided herein, and as a condition of appointment, Steve Danley 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, and/or to any continued employment with the County after termination, except as provided in Section 8 below.

8. Right to Return to Former Job Classification

In the event Steve Danley's employment as Performance Audit Director is terminated by action of the Board of Supervisors as provided in paragraph 7, he shall have the right to return to his former job classification as an Administrative Manager III at the same salary and benefits as he received prior to his appointment as Performance Audit Director.

9. Compliance with Law

Steve Danley shall, during the appointment, comply with all laws and regulations applicable to the position of Performance Audit Director. 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.

10. Merger and Modification

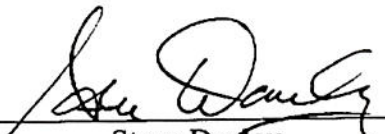
Pursuant to Code of Civil Procedure Section 1856, this Agreement is intended both as the final expression of agreement of the parties with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement of the parties. Each party to this Agreement acknowledges that no representations, inducements or promises and/or agreements, oral or written, whether contained in any handbook for County employees, County promotional material, County job classifications, County Memoranda of Understanding, County Personnel and Salary Resolution, County Employee Relations Resolution, or elsewhere, have been made by any party or by any person acting on behalf of any

party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11. Acknowledgement and Consent

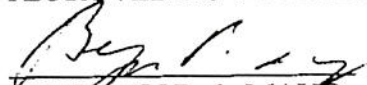
Steve Danley acknowledges that he has read and fully understands the terms and conditions of this Memorandum of Agreement for Appointment to the position of Performance Audit Director, and consents and agrees to each and every term and condition contained herein.

Dated this 8th day of January, 2008.




Steve Danley

APPROVED AS TO FORM:

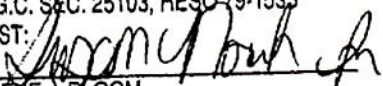


BENJAMIN P. de MAYO
COUNTY COUNSEL



Chairman of the Board of Supervisors



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: 

DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA