REGIONAL CENTER OF ORANGE COUNTY
EXECUTIVE DIRECTOR
AMENDED CONTRACT OF EMPLOYMENT

THIS AMENDED CONTRACT OF EMPLOYMENT ("Amended Contract") is made and entered into by and between the REGIONAL CENTER OF ORANGE COUNTY, a nonprofit public benefit corporation, hereinafter referred to as "RCOC," and LARRY LANDAUER, hereinafter referred to as "EXECUTIVE DIRECTOR".

W I T N E S S E T H:

WHEREAS, EXECUTIVE DIRECTOR was first hired to serve as Executive Director of RCOC effective April 10, 2009; and

WHEREAS, at a duly held meeting on March 3, 2016, RCOC's Board of Directors voted to amend the Executive Director's employment contract and authorized the Board Chairperson to sign the Amended Contract on behalf of RCOC; and

WHEREAS, EXECUTIVE DIRECTOR and RCOC desire to restate in one document the terms of the Amended Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. RCOC hereby continues to employ LARRY LANDAUER to serve as EXECUTIVE DIRECTOR for the Regional Center of Orange County, effective January 1, 2016, until December 31, 2016, or such time as when LARRY LANDAUER is next formally evaluated by the Board of Directors and said Board decides to amend this Agreement. LARRY LANDAUER shall perform the duties of EXECUTIVE DIRECTOR as prescribed by the laws of the State of California and by the rules, regulations, decisions, and directions of the Board of Directors of the Regional Center of Orange County (hereinafter referred to as "Board").

2. During the period of this Amended Contract, EXECUTIVE DIRECTOR agrees that he shall devote his time, skills, labor and attention to said employment. At no time may EXECUTIVE DIRECTOR undertake outside activities for consideration, including, but not limited to, consultant work, speaking engagements, writing, lecturing, or other similar

professional activities for consideration without prior approval of the Executive Committee of the Board.

3. RCOC shall pay EXECUTIVE DIRECTOR a salary at the annual rate of Two Hundred Ten Thousand and Ninety Dollars ($210,090), retroactive to January 1, 2016.

4. The Executive Committee of the Board shall review the EXECUTIVE DIRECTOR's performance annually in approximately October of each year. Subject to the EXECUTIVE DIRECTOR's consent and concurrent with his performance review, the Executive Committee of the Board may recommend to the Board adjustments to the compensation, benefits and/or other terms and conditions of the EXECUTIVE DIRECTOR's employment. The Executive Committee of the Board may recommend to the Board a bonus at such time(s) and in such amount(s) as it determines to be appropriate to financially compensate EXECUTIVE DIRECTOR for extraordinary performance.

5. EXECUTIVE DIRECTOR shall not receive any additional compensation, including, but not limited to, salary, bonus, one-time payment, cost of living adjustment, deferred compensation, or retirement contributions, without the approval of the Board and a written amendment to this Contract of Employment approved by the Board.

6. RCOC shall reimburse EXECUTIVE DIRECTOR for all expenses incurred for RCOC business. The reimbursement shall be in accord with the criteria established by the RCOC.

7. This Amended Contract shall be effective upon execution, and continue in full force and effect until terminated as provided in this Amended Contract by either party.

8. Either party may terminate this Amended Contract at any time for any reason following no less than thirty (30) days' written notice provided to the other party.

9. The terms and conditions of EXECUTIVE DIRECTOR's employment, including additional employment benefits for the EXECUTIVE DIRECTOR not specifically provided for in this Amended Contract, shall be governed by the Personnel Policies applicable to employees of RCOC, as amended from time to time, to the extent not inconsistent with the provisions of this Contract of Employment. In the event of any such inconsistency or conflict, the provisions of this Contract of Employment shall govern.

10. This Amended Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of EXECUTIVE DIRECTOR by RCOC, and contains all of the covenants and agreements between the parties with respect to

that employment in any manner whatsoever. Each party to this Amended Contract acknowledges that no representation, inducement, promise or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Amended Contract shall be valid or binding on either party.

11. Any modification of this Amended Contract will be effective only if it is in writing and signed by the parties.

12. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Amended Contract by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. This Amended Contract may be executed in counterparts, which will collectively, along with a copy of the text of the remainder of the Amended Contract, be deemed the original Amended Contract for all purposes. Furthermore, the Parties agree that a photocopy, fax, or email of signature shall have equal force and effect and admissibility as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Contract.

REGIONAL CENTER OF ORANGE COUNTY

By: _____
ALAN MARTIN
Chairperson

4/5/16
Date

EXECUTIVE DIRECTOR

By: _____
LARRY LANDAUER

4/5/16
Date