

**COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
EXECUTIVE DIRECTOR
OF THE
OFFICE OF INDEPENDENT REVIEW**

This Employment Agreement for the Executive Director of the Office of Independent Review (“AGREEMENT”) is made by and between the County of Orange (“COUNTY”) and Robert Paul Faigin (hereinafter “FAIGIN”).

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby agrees to employ FAIGIN as the Executive Director of the Office of Independent Review (“EXECUTIVE DIRECTOR”) and FAIGIN hereby agrees to accept this appointment to the position of EXECUTIVE DIRECTOR on the terms and conditions specified herein.

2. TERM

Subject to FAIGIN receiving an at least “satisfactory” performance review from the COUNTY Board of Supervisors (“BOARD”) at the end of the first year, as set forth in Section 5, below, this AGREEMENT shall be for a three-year term commencing on November 4, 2022, and ending on November 3, 2025 (hereinafter “EXPIRATION DATE”).

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the BOARD, FAIGIN, as EXECUTIVE DIRECTOR, shall be responsible for the performance of the Office of Independent Review’s (“OIR”) duties identified in Section 1-2-226 of the Codified Ordinances of the County of Orange. These duties include, but are not limited to, the following: reviewing specific incidents that involve the Orange County Sheriff-Coroner Department, Probation Department, Office of the District Attorney, Office of the Public Defender and the Social Services Agency (hereinafter “relevant County Department(s)”); serving as an independent resource and counsel for the BOARD to ensure accountability in the performance and operations of relevant County Departments; providing the BOARD with periodic status reports on all investigations, significant matters, and projects within the purview of the OIR; furnishing legal advice to the BOARD and relevant County Departments concerning matters within the OIR’s responsibilities; and, reviewing with County Counsel, County Risk Management, and relevant County Departments incidents or allegations implicating significant liability risks to the COUNTY.

4. COMPLIANCE WITH THE LAW

FAIGIN shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Ordinances of the County of Orange, including Sections 1-2-225 and 1-2-226 of the Codified Ordinances of the County of Orange. By signing this AGREEMENT, FAIGIN acknowledges that, as EXECUTIVE DIRECTOR, he shall be a “designated employee” required to file a Statement of

Economic Interests (FPPC Form 700) and that he must 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

The BOARD shall evaluate the performance of FAIGIN both formally and informally on an ongoing basis. FAIGIN shall receive a formal evaluation from the BOARD based on his performance as EXECUTIVE DIRECTOR by the end of the first year of the term of this AGREEMENT, November 4, 2023. If at the end of the first year of this AGREEMENT, the BOARD determines that FAIGIN'S performance is at least "satisfactory," this AGREEMENT shall remain in full force and effect until the EXPIRATION DATE in 2025. However, if the BOARD does not affirmatively determine that FAIGIN'S performance is at least "satisfactory," this AGREEMENT shall terminate at the end of the first year without further action of the BOARD, entitling FAIGIN to the lump sum severance payment described in Section 7, below.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as EXECUTIVE DIRECTOR, FAIGIN shall be compensated on a salary basis in the annual amount of \$257,504. FAIGIN shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. FAIGIN shall additionally be entitled to receive the same salary adjustments generally provided to the members of the Orange County Attorney's Association. As the position of EXECUTIVE DIRECTOR is an overtime-exempt executive position, FAIGIN 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 FAIGIN one hundred twenty (120) hours of vacation time balances, and FAIGIN will accrue .0962 hours of vacation for each hour worked (approximately five (5) weeks annually). Upon appointment as EXECUTIVE DIRECTOR, FAIGIN will accrue .0462 hours of sick leave with pay for each hour of pay (approximately twelve (12) days annually). FAIGIN 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.

FAIGIN 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. FAIGIN shall be a member of the Orange County Employees Retirement System, and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

7. RESIGNATION/TERMINATION

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

FAIGIN 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, FAIGIN 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 terminates this AGREEMENT, FAIGIN shall receive from the COUNTY a lump sum severance payment, equal to the sum of one year of salary, payable as wages, less any applicable taxes and deductions, and the COUNTY'S share of the costs of FAIGIN'S health insurance premiums.

This AGREEMENT shall terminate automatically, without further action of the BOARD, and FAIGIN shall not be entitled to this or any other severance package from the COUNTY, if: (1) FAIGIN voluntarily resigns his employment; or, (2) the BOARD terminates this AGREEMENT for "good cause" based on the action or inaction of FAIGIN, under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

8. MERGER

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and FAIGIN. 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. 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 FAIGIN. 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, FAIGIN and Doug Chaffee, Chairman of the BOARD, 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.

Robert Paul Faigin

Date

FOR THE COUNTY OF ORANGE:

Chairman Doug Chaffee
Supervisor, 4th District
Orange County Board of Supervisors
County of Orange



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

DocuSigned by:
By:  9/30/2022

Leon J. Page
County Counsel