

**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 Sergio Perez (hereinafter "PEREZ").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

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

2. TERM

Subject to PEREZ 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 two-year term commencing on May 4, 2020, and ending on May 3, 2022 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the BOARD, PEREZ, 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

PEREZ 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, PEREZ 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 PEREZ both formally and informally on an ongoing basis. PEREZ 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, May 3, 2021, 2021. If at the end of the first year of this AGREEMENT, the BOARD determines that PEREZ' performance is at least "satisfactory," this AGREEMENT shall remain in full force and effect until the EXPIRATION DATE in 2022. However, if the BOARD does not affirmatively determine that PEREZ' performance is at least "satisfactory," this AGREEMENT shall terminate at the end of the first year without further action of the BOARD, entitling PEREZ 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, PEREZ shall be compensated on a salary basis in the annual amount of two hundred and thirty thousand dollars (\$230,000). PEREZ shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. As the position of EXECUTIVE DIRECTOR is an overtime-exempt executive position, PEREZ 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 PEREZ one hundred twenty (120) hours of vacation time balances, and PEREZ will accrue .0962 hours of vacation for each hour worked (approximately five (5) weeks annually). Upon appointment as EXECUTIVE DIRECTOR, PEREZ will accrue .0462 hours of sick leave with pay for each hour of pay (approximately twelve (12) days annually). PEREZ 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.

PEREZ 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. PEREZ 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.

RESIGNATION/TERMINATION

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

PEREZ 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, PEREZ 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, PEREZ shall receive from the COUNTY a lump sum severance payment, equal to the sum of 90 calendar days of salary, payable as wages, less any applicable taxes and deductions, and the COUNTY'S share of the costs of PEREZ'S health insurance premiums.

This AGREEMENT shall terminate automatically, without further action of the BOARD, and PEREZ shall not be entitled to this or any other severance package from the COUNTY, if: (1) PEREZ voluntarily resigns his employment; or, (2) the BOARD 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).

7. MERGER

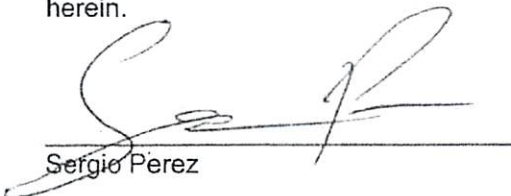
This AGREEMENT is intended as the final expression of the agreement between the COUNTY and PEREZ. No representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. No other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

8. MODIFICATION

This AGREEMENT may be modified by mutual agreement between the COUNTY and PEREZ. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

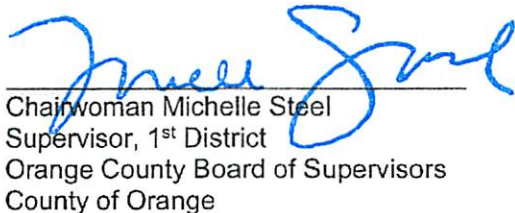
9. ACKNOWLEDGEMENT AND CONSENT

By signing below, PEREZ and Michelle Steel, Chairwoman 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.


Sergio Perez

03/12/2020
Date

FOR THE COUNTY OF ORANGE:


Chairwoman Michelle Steel
Supervisor, 1st District
Orange County Board of Supervisors
County of Orange

3/24/20
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
Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

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

By: Leon J. Page
Leon J. Page
County Counsel

ORANGE COUNTY BOARD OF SUPERVISORS
MINUTE ORDER
March 24, 2020

Submitting Agency/Department: County Executive Office

Approve appointment of Sergio Perez as Executive Director for Office of Independent Review, effective 5/4/20 (annual salary \$230,000 with an estimated annual total compensation (including benefits) \$360,000) - All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED ☒ OTHER ☐

Unanimous ☒ (1) DO: Y (2) STEEL: Y (3) WAGNER: Y (4) CHAFFEE: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- ☐ Resolution(s)
- ☐ Ordinances(s)
- ☒ Contract(s)

Item No. S48B

Special Notes:

Copies sent to:

~~CEO - Tom Hatch~~

3/27/20



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.
Robin Stieler, Clerk of the Board

By: 
Deputy



County Executive Office

Memorandum

March 16, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

A handwritten signature in black ink, appearing to be "Frank Kim".

RECEIVED
2020 MAR 16 AM 8:40
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

S48B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 24, 2020, Board Hearing.

Agency: County Executive Office

Subject: Appointment of Executive Director of the Office of Independent Review

Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the March 24, 2020, Board agenda as a Supplemental Item in order to make an appointment of the new Executive Director to the Office of Independent Review as soon as possible. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

A handwritten signature in black ink, appearing to be "Michelle Steel".

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

RECEIVED
2020 MAR 17 PM 3:33
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE: 3/24/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Tom Hatch
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Thomas R. Hatch (714) 834-2836
Daniel K. Baker (714)834-7207

SUBJECT: Appointment of Executive Director of the Office of Independent Review

CEO CONCUR

[Signature]
CEO Signature

COUNTY COUNSEL REVIEW

Approved as to form
[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: See Financial
Impact Section

Annual Cost: See Financial
Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: General Fund: 100%

County Audit in last 3 years N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Consider and approve appointment of Sergio Perez as the Executive Director for the Office of Independent Review, at an annual salary of \$230,000 and an estimated annual total compensation of \$360,000 including benefits, effective May 4, 2020.
2. Approve and execute the employment Agreement for the Executive Director.

SUMMARY:

Appointing Sergio Perez as the Executive Director for the Office of Independent Review at an annual salary of \$230,000, with an estimated annual total compensation of \$360,000, including benefits, will provide objective independent oversight and review and will foster and enhance efficiency of

County operations and programs that include the OC Sheriff's Department, Office of the District Attorney, Office of the Public Defender, Probation Department and the Social Services Agency.

BACKGROUND INFORMATION:

The Office of Independent Review reports directly to the Board of Supervisors (Board) and acts as an independent reviewer of multiple County departments. These departments include the OC Sheriff's Department, Office of the District Attorney, Office of the Public Defender, Probation Department and the Social Services Agency. Appointed by and serving at the discretion of the Board, the Office of Independent Review (OIR) Executive Director will review, monitor, assist and oversee departments in advising the Board in the investigation of selected internal and citizen complaints and administrative investigations.

The County conducted a full recruitment for the position of Executive Director for OIR with the assistance of executive search firm Bob Murray and Associates. Of the 21 applications received, nine were reviewed by the Board's subcommittee, which included Vice Chair Do and then-Chairwoman Bartlett, and four candidates were selected for an interview. The interview panel included the Board subcommittee and County Executive Officer (CEO) Frank Kim. The panel selected two candidates for an additional interview with the entire Board. Upon completion of closed session interviews of the finalists, the Board provided direction to CEO Frank Kim to make an offer to Mr. Perez in the hopes of reaching an agreement. Mr. Perez has reviewed the draft employment agreement and all its terms and, if the Board approves the agreement, Mr. Perez will become the next Executive Director of OIR.

Mr. Perez is currently serving as the Special Assistant and Constitutional Policing Advisor for the Los Angeles County Inspector General's Office. A graduate of Yale Law School, Mr. Perez currently assists in the oversight of the Los Angeles County Sheriff and Probation departments. Throughout his career, Mr. Perez has provided oversight for multiple agencies. As the Deputy Attorney General for the California Department of Justice, Mr. Perez assisted with the review of the Sacramento police department policies, practices and investigations relating to use of force and was one of two lead drafters of a public report assisting practices and high-profile officer-involved shootings.

Mr. Perez holds a Bachelor of Arts in History from the University of California, Berkeley. He has also earned his Juris Doctor from Yale Law School and is a licensed attorney with the State of California.

FINANCIAL IMPACT:

A suggested salary of \$230,000 has been negotiated. Including the cost of benefits, the total annual cost to the County is anticipated to be approximately \$360,000. Salary and benefit appropriations are included in OIR's FY 2019-20 Budget for Budget Control 051 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Resume

Attachment B – Employment Agreement