

Attachment B - Employment Agreement

**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 Kevin ROGAN (hereinafter "ROGAN").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby employs ROGAN as the Executive Director of the Office of Independent Review ("EXECUTIVE DIRECTOR") and ROGAN hereby accepts this appointment to the position of EXECUTIVE DIRECTOR on the terms and conditions specified herein.

2. TERM

This AGREEMENT is for a three-year term commencing on 4,6, 2018, and ending on 4,6, 2021 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the Board of Supervisors ("BOARD"), ROGAN, 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

ROGAN 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, ROGAN

Attachment B - Employment Agreement

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 will evaluate the performance of ROGAN both formally and informally on an ongoing basis. At least annually, however, ROGAN shall receive a formal evaluation based on his performance as EXECUTIVE DIRECTOR. However, a failure to timely complete this formal evaluation will not affect any other provision of this AGREEMENT.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as EXECUTIVE DIRECTOR, ROGAN shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of two hundred and ten thousand dollars (\$210,000). ROGAN 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, ROGAN 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 ROGAN one hundred twenty (120) hours of vacation time balances, and ROGAN will accrue .0962 hours of vacation for each hour worked (approximately five (5) weeks annually). Upon appointment as EXECUTIVE DIRECTOR, ROGAN will accrue .0462 hours of sick leave with pay for each hour of pay (approximately twelve (12) days annually). ROGAN 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.

ROGAN 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. ROGAN shall be a member of the Orange County Employees Retirement System, and shall be required to pay the employee's share of the normal cost of his pension benefit plus the complete reverse pick-up.

7. RESIGNATION/TERMINATION

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

ROGAN 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, ROGAN 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

Attachment B - Employment Agreement

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, ROGAN 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 ROGAN'S health insurance premiums.

This AGREEMENT shall terminate automatically, without further action of the BOARD, and ROGAN shall not be entitled to this or any other severance package from the COUNTY, if: (1) ROGAN voluntarily resigns his employment; or, (2) the BOARD terminates this AGREEMENT for "good cause" under the legal standard set forth in *Cotnam v. Rollins Hurdly 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 ROGAN. 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 ROGAN. 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, ROGAN and Andrew Do, 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.




Kevin Rogan

Feb. 27, 2018

Date

FOR THE COUNTY OF ORANGE:



Chairman Andrew Do
Supervisor, 1st District
Orange County Board of Supervisors
County of Orange

3/13/18

Date

Attachment B - Employment Agreement

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 Page*
Leon J. Page
County Counsel