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 Catherine Santiago (hereinafter "SANTIAGO").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

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

2. TERM

This AGREEMENT shall be for a three-year term commencing on August 17, 2026, and ending on August 16, 2029 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the BOARD, SANTIAGO, 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. SANTIAGO, as EXECUTIVE DIRECTOR, shall have an attorney-client relationship with the COUNTY, including the BOARD, in performing her services under the AGREEMENT.

4. COMPLIANCE WITH THE LAW

SANTIAGO 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, SANTIAGO acknowledges that, as EXECUTIVE DIRECTOR, she shall be a "designated employee" required to file a Statement of

Economic Interests (FPPC Form 700) and that she 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 SANTIAGO both formally and informally on an ongoing basis. At least annually, however, SANTIAGO shall receive a formal evaluation based on her 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, SANTIAGO shall be compensated on a salary basis in the annual amount of $275,000. SANTIAGO shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. SANTIAGO 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, SANTIAGO 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 SANTIAGO forty (40) hours of vacation time balances and forty (40) hours of sick time, and SANTIAGO will accrue .077 hours of vacation for each hour worked (approximately four (4) weeks annually) and accrue.0462 hours of sick leave for each hour worked (approximately twelve (12) days annually). SANTIAGO 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.

In addition to rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and California Military and Veteran Code, the COUNTY shall pay full salary and benefits during periods of military leave, including active duty and inactive training periods, effective upon hire date.

7. RESIGNATION/TERMINATION/RIGHT OF RETURN

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

SANTIAGO is advised and, with her signature below, hereby acknowledges and agrees that she shall have none of the due process rights of a regular, full-time COUNTY employee. As a condition of her appointment, SANTIAGO knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights she 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, SANTIAGO 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 SANTIAGO'S health insurance premiums.

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

8. <u>MERGER</u>

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and SANTIAGO. 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. <u>MODIFICATION</u>

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

10. <u>ACKNOWLEDGEMENT AND CONSENT</u>

By signing below, SANTIAGO 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.

______________________________ __________________
Catherine Santiago Date

FOR THE COUNTY OF ORANGE:

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

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:
Leon Page
28B898BECAFE46F...

By: ______________________________
Leon J. Page
County Counsel