

## EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

October 1, 2025

This Executive Officer Employment Agreement (“Agreement”) is made by and between the Local Agency Formation Commission, County of Orange (“LAFCO” or the “Commission”) and Luis Tapia (“Tapia”), an individual, both of whom agree as follows:

### RECITALS

WHEREAS, Tapia has been serving as Interim Executive Officer since April 2025 and previously served as LAFCO’s Assistant Executive Officer, and possesses the professional skills and qualifications necessary to provide the services required of Executive Officer; and

WHEREAS, LAFCO desires to employ Tapia as Executive Officer, and Tapia desires to accept the position of Executive Officer; and

WHEREAS, the Commission’s intent in entering into this Agreement is to provide for certain benefits, establish conditions of employment and to set working conditions for Tapia during his service as Executive Officer.

NOW, THEREFORE, in consideration for the mutual covenants herein, these parties agree as follows:

1. **Appointment:** Pursuant to Government Code Section 56384, LAFCO hereby appoints Tapia and Tapia accepts appointment to the position of LAFCO Executive Officer.
2. **Term:** The term of this Agreement shall be from October 1, 2025 to September 30, 2028, unless earlier terminated as provided herein. This initial three (3) year term will, pursuant to the provisions below, automatically extend from year to year unless the Commission takes action to prevent the automatic extension. In the even the Commission does not want this Agreement to automatically extend, it will provide written notice to Tapia, within the deadlines described below, that the Agreement will not be extended and consequently will terminate as of the end of the current term. Any such decision by the Commission not to extend the Term by one additional year shall not constitute a termination for purposes of Section 9 of this Agreement.

If action is not taken by the Commission at least six (6) months before the September 30, 2028 expiration of the initial term of this Agreement (i.e., by March 31, 2028), this Agreement shall on April 1, 2028 automatically extend for one (1) year from September 30, 2028 until September 30, 2029; and if the Commission does not take action or extend or terminate the extended Agreement by March 31, 2029, it shall automatically extend for one (1) additional year from September 30, 2029 to September 30, 2030. Similarly, for each succeeding year that the Commission does not take action to extend or terminate this Agreement at least six (6) months before the expiration of the then current term of the Agreement, the Agreement shall automatically extend for an additional year.

3. **Duties:** Tapia shall do and perform all acts necessary or advisable to manage and conduct the business of LAFCO, subject always to the policies set by LAFCO. Tapia shall perform the duties of LAFCO Executive Officer and such other duties as may be prescribed by LAFCO in a legal and professional manner.

4. **Performance Evaluation:** LAFCO shall conduct an annual performance evaluation and an annual salary review using best efforts to perform that review in conformance with LAFCO policy for the performance evaluation process.

5. **Salary:** As salary for services rendered as Executive Officer, Tapia shall receive \$206,000 per annum (or \$17,166.67 per month) during the term of this Agreement, paid biweekly, which shall be paid in the same manner and at the same times as County of Orange employees generally.

6. **Salary Adjustment and Performance Bonus:** At its sole discretion, LAFCO, by resolution and/or amendment to this Agreement, may increase the salary specified in Section 5 and/or award a performance bonus. Such salary adjustments and bonuses, if any, will be considered following the completion of the written performance evaluation specified in Section 4 and LAFCO policy.

7. **Benefits:** In addition to the salary specified in Sections 5 and 6, Tapia shall receive the following benefits:

a. Health Insurance, Dental Insurance and Salary Continuation Benefits: Tapia shall receive health insurance, dental insurance and salary continuation benefits in accordance with current LAFCO programs and benefits in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO benefits shall apply to Tapia and shall be deemed incorporated herein.

b. Transportation Allowance: Tapia shall receive a transportation allowance in the amount of \$600 per month.

c. Reimbursement of Necessary Expenses: Tapia shall receive reimbursement of necessary expenses in accordance with the current LAFCO reimbursement regulations, policies, and procedures in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO reimbursement regulations, policies, and procedures are subject to amendment and/or modification from time to time, and that any amendments, changes, or modifications to LAFCO reimbursement regulations, policies, and procedures shall apply to Tapia and shall be deemed incorporated herein.

d. Life Insurance and AD&D: Tapia shall receive life insurance and accidental death and dismemberment benefits in accordance with current LAFCO programs and benefits in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers

from time to time, and that any amendments, changes, or modifications to LAFCO benefits shall apply to Tapia and shall be deemed incorporated herein.

e. Holidays: Tapia shall receive holidays in accordance with the LAFCO policies on holidays. Tapia understands and accepts that the holidays designated by LAFCO are subject to amendment and modification from time to time, any amendments or modifications to LAFCO designated holidays benefits shall apply to Tapia and shall be deemed incorporated herein.

f. Vacation: Tapia shall accrue vacation in accordance with LAFCO policies on vacation accrual in existence upon commencement of his employment. Tapia shall be subject to the same rules on accrual caps and cash out of benefits as other LAFCO employees.

g. Sick Leave: Sick leave time shall be provided to Tapia in accordance with the LAFCO policies in existence upon commencement of his employment.

h. Retirement and Retirement Contribution: Tapia shall receive retirement benefits in accordance with current LAFCO retirement benefits in existence during this employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO retirement benefits shall apply to Tapia and shall be deemed incorporated herein.

i. Deferred Compensation: Effective October 1, 2025, Tapia shall receive an additional 5% of compensation paid by LAFCO into the County of Orange Deferred Compensation Plan (401a Plan), available to Executive Employees of Orange County. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO retirement benefits shall apply to Tapia and shall be deemed incorporated herein.

j. Severance Pay: LAFCO shall have the right to terminate Tapia's employment at any time during the term of this Agreement, with or without cause. In the event that Tapia's employment is terminated by LAFCO under Section 9 without cause, Tapia shall be entitled to the severance benefits stated in this Section 7(j), upon execution of an agreement with a general waiver of claims as set forth below.

Severance benefits under this Section 7(j), shall be computed based upon Tapia's monthly base salary in effect at the time of termination.

(i). Amount of Severance. The amount of severance benefits shall be (1) a lump sum equal to six (6) months' base salary at the time of termination and (2) continued payment by LAFCO of health and dental benefits for Tapia and his eligible dependents for the same number of months as are paid for salary severance benefits, or until Tapia obtains new employment, whichever is sooner. However, if less than six (6) months is left on the term of the Agreement, in accordance with applicable law, the maximum severance payment will be a lump sum equal to the number of months left in the Agreement multiplied by the monthly base

salary, and continued benefits for the same number of months as are paid for salary severance benefits, or until Tapia obtains new employment, whichever is sooner.

(ii). Separately Negotiated Waiver. The Parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by Tapia of the severance pay benefits provided by this Section 7(j) shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which Tapia may have, or have had, at any time, in the past or in the future, arising out of Tapia's employment by LAFCO including but not limited to claims for wrongful termination. If Tapia wishes to retain any such rights, Tapia must decline to accept the severance benefits provided by this Section. To receive severance benefits, Tapia must execute a Settlement Agreement and General Release satisfactory to LAFCO and Tapia. In the event Tapia elects not to sign the Settlement Agreement and General Release, Tapia will not be entitled to severance benefits.

Acceptance of the severance benefits under this Section will operate as a general release on the part of Tapia as to all claims, known or unknown, and Tapia specifically waives the provisions of California Civil Code Section 1542 which provides:

“GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(iii). Legal Limitations on Severance. This Section is intended to comply with the provisions of Government Code Section 53260, et seq., and in no event shall Tapia be entitled to severance benefits greater than provided for therein. This Agreement in no way affects Tapia's rights to continue health insurance coverage as required under COBRA for Tapia and Tapia's eligible dependents.

k. Abuse of Office: Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if Tapia were convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Tapia is provided with administrative leave pay pending an investigation, Tapia shall be required to fully reimburse such amounts paid; (2) if LAFCO pays for the criminal legal defense of Tapia (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Tapia shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Tapia may receive from LAFCO shall be fully reimbursed to LAFCO. For this Section, “abuse of office or position” means either: (1) an abuse of public authority, including but not limited to waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with section 92) of the Penal Code.

1. **Benefits:** Tapia shall be entitled to those benefits specified in this Agreement, as may be modified in accordance with Section 7, and any other benefits provided to other LAFCO employees (as modified by this Agreement) or required to be provided by LAFCO to its Executive Management employees, in accordance with LAFCO's Memorandum of Understanding with the County of Orange.

8. **Compliance with Employer's Rules:** Tapia agrees to comply with all of the policies, rules and regulations of Orange County LAFCO, including but not limited to, policies regarding minimum working hours, office availability, notices and approvals, safety, and conduct.

9. **Termination:** This Agreement may be terminated as follows:

The Commission may, by a majority vote, terminate this Agreement and Tapia's employment at any time during the Term, or any extension thereof, with or without cause. Except as provided hereinafter, nothing in this Agreement, nor any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of the Commission to terminate this Agreement and the employment of Tapia without cause or with cause. Thus, Tapia agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and he hereby waives any rights he would otherwise have thereunder.

Termination shall be under one of the following Subsections:

a. **Termination by LAFCO without Cause.** LAFCO, in its sole discretion, may terminate this Agreement and Tapia's employment without cause by providing Tapia written notice that his employment is being terminated. In the event that this Agreement is terminated by LAFCO without cause, Tapia shall be entitled to the severance benefits under this Agreement as provided in Section 7(j).

b. **Termination by LAFCO for Cause.** At any time during the current term or any extended term, LAFCO may immediately terminate this Agreement and Tapia's employment upon written notice for cause as determined by the Commission. The written notice shall indicate the cause(s) giving rise to the termination. "Cause" shall include the willful unauthorized taking of LAFCO funds or property (e.g. theft or embezzlement), failure to carry out the primary duties and responsibilities of this position for a period in excess of thirty (30) days (excluding time periods where Tapia is disabled and unable to perform the essential functions of his position with or without reasonable accommodation for not more than ninety (90) days or on authorized leave), death, conviction of a felony, or gross misconduct. Prior to termination with cause, Tapia shall be provided an opportunity to rebut the charges in a closed session meeting with the Commission.

c. **Resignation by Tapia.** Tapia may terminate this Agreement at any time by giving the Commission ninety (90) days' advance written notice of his intent to terminate, or sooner by mutual agreement.

10. **Merger and Modification:** Pursuant to Code of Civil Procedure Section 1856, this Agreement is intended both as the final expression of agreement of the parties with respect to the terms and conditions herein, and as a complete and exclusive statement of the terms and conditions of the agreement of the parties. Each party to this Agreement acknowledges

that no representations, inducements or promises and/or agreements, oral or written, whether contained in any LAFCO promotional material, LAFCO job classifications, or otherwise, have been made by any party or by any person acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

11. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

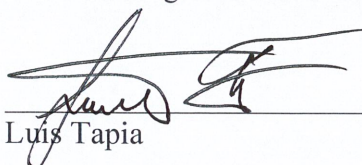
12. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Parties agree that venue for any dispute shall be in Orange County, California.

13. **Attorneys' Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

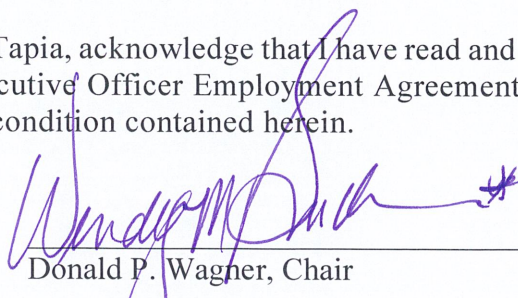
14. **Waiver:** Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

15. **Amendments:** No amendment of this Agreement shall be effective unless and until such modification is set forth in writing and signed by Tapia and approved by LAFCO.

16. **Acknowledgment and Consent:** I, Luis Tapia, acknowledge that I have read and fully understand the terms and conditions of this Executive Officer Employment Agreement, and I consent and agree to each and every term and condition contained herein.

  
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Luis Tapia

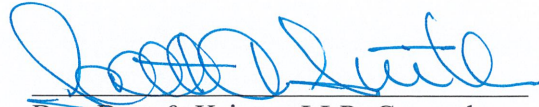
10-8-25  
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Date

  
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Donald P. Wagner, Chair

10-8-25  
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Date

\* for Don Wagner

Approved as to form:



Best Best & Krieger LLP, General  
Counsel

10/8/20  
Date