



County Executive Office
Memorandum

April 1, 2009

To: Chair Patricia C. Bates, Board of Supervisors
From: Thomas G. Mark, County Executive Officer
Subject: Exception to the Rule 21

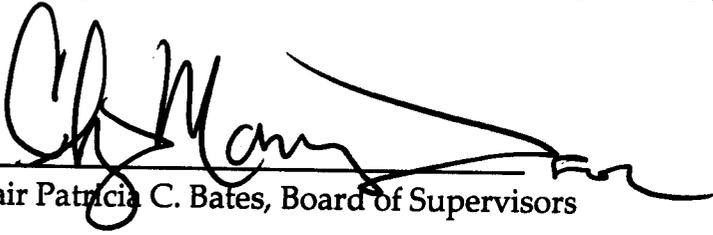
RECEIVED
2009 APR -2 PM 2:39
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

#S47A

The County Executive Office is requesting a supplemental for the April 7, 2009 Board Meeting:

Board Meeting Date: April 7, 2009
Subject: Memorandum of Agreement for Appointment of County Counsel
Calendar: Supplemental
Districts: All

Reason for Supplemental: Result of Closed Session held on March 30, 2009

Concur: 
Chair Patricia C. Bates, Board of Supervisors

cc: Rob Richardson, Assistant CEO
Nicholas Chrisos, County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

S47A

ASR Control

MEETING DATE: 04/07/09
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: Human Resources Department
 DEPARTMENT CONTACT PERSON(S): Carl Crown
 (714) 834-2836

RECEIVED
 2009 APR -2 PH 2:39
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

SUBJECT: Approval and Execution of Memorandum of Agreement for Appointment of Nicholas S. Chrisos to the Position of County Counsel

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: N/A

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

Prior Board Action: Special Closed Session held March 30, 2009

RECOMMENDED ACTION(S)

Approve Memorandum of Agreement for Appointment of Nicholas S. Chrisos as County Counsel

SUMMARY:

The Board has appointed Nicholas S. Chrisos as County Counsel effective April 1, 2009. The attached Agreement sets forth the terms and conditions of his employment.

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

EXHIBIT(S):

Memorandum of Agreement - County Counsel

ATTACHMENT(S):

**MEMORANDUM OF AGREEMENT FOR APPOINTMENT
OF NICHOLAS S. CHRISOS
TO THE POSITION OF COUNTY COUNSEL**

This Memorandum of Agreement for Appointment of Nicholas S. Chrisos to the Position of County Counsel ("Agreement") is entered into by and between Nicholas S. Chrisos ("Chrisos") and the Orange County Board of Supervisors ("Board") for the purpose of setting forth the compensation and other terms and conditions of employment for the position of County Counsel.

RECITALS

WHEREAS, the Board of Supervisors desires to appoint Nicholas S. Chrisos to the position of County Counsel subject to mutual agreement concerning compensation and other terms and conditions of employment; and

NOW, THEREFORE, in consideration of the mutual covenants herein below, it is agreed as follows:

1. **Appointment; Term of Office, and Removal**

The Board appoints, and Nicholas S. Chrisos accepts appointment to the position of County Counsel, effective April 1, 2009 through April 1, 2013 on the terms and conditions specified herein. This appointment may be terminated as provided below. The four-year Term of Office and Conditions for Removal are as described in Government Code section 27641 for the Office of County Counsel. That section reads as follows:

§ 27641. Term of office; Conditions for removal

The county counsel shall serve for four years from the time of his appointment and until his successor is appointed, subject to the following:

(a) He may be removed at any time by proceedings under Article 3 (commencing at Section 3060) of Chapter 7 of Division 4 of Title 1 of the Government Code.

(b) He may be removed at any time by the board of supervisors for neglect of duty, malfeasance or misconduct in office, or other good cause shown, upon written accusation to be filed with the board of supervisors, by a person not a member of the board, and heard by the board and sustained by a three-fifths vote of the board. When an accusation has been so filed with the board, the board may direct the district attorney to investigate and present the accusation or may employ private counsel for that purpose. All testimony before the board shall be under oath or affirmation administered by

the board. The board is hereby vested with the power to compel the attendance of witnesses and the production of books, papers and testimony and shall make such processes available to the accused. A copy of the accusation shall be personally served upon the accused and he shall be given not less than 10 days' time in which to file a written answer to the accusation. If, after hearing, it appears to the satisfaction of the board that the accusation has been substantiated, the board shall so notify the accused by mail. Such notice shall specifically state the findings and judgment of the board, and the board shall thereupon forthwith remove the accused from office and shall immediately appoint his successor.

The procedures set forth in the County's Personnel and Salary Resolution shall govern to the extent they are consistent with Government Code section 27641.

2. Duties and Authority

Chrisos shall perform the duties of County Counsel and such other duties as may be prescribed by law, in a professional manner. He shall exercise all of the Authority vested in the County Counsel by Government Code sections 27640 through 27647.

3. Performance Evaluation

The Board of Supervisors shall evaluate Chrisos' performance annually during the term of this Agreement.

4. Compensation

The salary for services rendered while serving as County Counsel shall be \$200,000 per year. Chrisos shall receive salary payments in the same manner and at the same times as other County employees generally.

Effective with the beginning of each fiscal year following July 2010, the Board shall consider a salary increase for Chrisos based on performance and market factors.

5. Additional Benefits

In addition to the salary specified in paragraph 4, Chrisos shall receive the same benefits as provided to other Executive Management (Group II) employees generally.

6. Resignation

Chrisos may terminate this Agreement at any time for any reason following ninety (90) days written notice to the County.

7. Merger and Modification

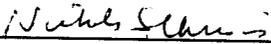
Pursuant to Code of Civil Procedure section 1856, this Agreement is intended both as the final expression of agreement of the parties with respect to the included terms and conditions,

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 handbook for County employees, County promotional material, County job classifications, County Memoranda of Understanding, County Personnel and Salary Resolution, County Employee Relations Resolution, or elsewhere, have been made by any part 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.

8. Acknowledgement and Consent

Chrisos acknowledges that he has read and fully understands the terms and conditions of this Memorandum of Agreement for Appointment to the Position of County Counsel, and consents and agrees to each and every term and condition contained herein.

Dated this 7th day of April, 2009



Nicholas S. Chrisos

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD

Darlene J. Bloom
Clerk of the Board of Supervisors
County of Orange, California

Patricia C. Bates
Chair of the Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

By 