MEMORANDUM OF AGREEMENT FOR RE-APPOINTMENT

OF NICHOLAS S. CHRISOS

TO THE POSITION OF COUNTY COUNSEL

This Memorandum of Agreement for Re-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 re-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 re-appoints, and Nicholas S. Chrisos accepts re-appointment to the position of County Counsel, effective April 1, 2013 on the terms and conditions specified herein. This appointment may be terminated as provided. The four-year Term of Office and Conditions for Removal are as described in Government Code section 27641 for the Office of County Counsel.

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. <u>Duties and Authority</u>

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. <u>Performance Evaluation</u>

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

4. <u>Compensation</u>

The salary for services rendered while serving as County Counsel shall be \$207,979.20 per year (\$99.99 per hour). 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 2014, the Board shall consider a salary increase for Chrisos based on performance and market factors. If the Board at any time during this contract raises the salary or benefits of the District Attorney or Public Defender, Chrisos shall be entitled to those same salary and benefits.

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.

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.

7. 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 14th day of February, 2013

Nicholas S. Chrisos

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

Susan Novak

Clerk of the Board of Supervisors

County of Orange, California

Shawn Nelson

Chair of the Board of Supervisors

APPROVED AS TO FORM: COUNTY COUNSEL

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