

**COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
PUBLIC DEFENDER**

This Employment Agreement for the Public Defender ("AGREEMENT") is made by and between the County of Orange ("COUNTY") and Sharon L. Petrosino (hereinafter "PETROSINO").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

In accordance with the June 28, 2016, minute order of the Orange County Board of Supervisors ("BOARD") conditionally appointing PETROSINO to the Office of Public Defender, the COUNTY hereby agrees to employ PETROSINO as the Public Defender on the terms and conditions specified herein. PETROSINO hereby agrees to accept her appointment to the Office of Public Defender and agrees to serve as an employee of the COUNTY.

2. TERM

This AGREEMENT is for a four-year term commencing on July 12, 2016, and ending on Saturday, June 11, 2020 (hereinafter "EXPIRATION DATE"), unless extended by the parties in accordance with Section 9, below.

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Acting under the administrative supervision of the COUNTY Chief Operating Officer, PETROSINO shall be responsible for the overall operation of the Office of the Public Defender. PETROSINO shall perform the duties and responsibilities of the Public Defender, including those duties and responsibilities set forth in Chapter 13 of Part 3 of Division 2 of Title 3 of the California Government Code, and in the Codified Ordinances of the County of Orange, as well as any other such duties that may be prescribed by law, and shall at all times competently perform such duties in a manner that is both (1) satisfactory to the Board, and (2) consistent with the California Rules of Professional Conduct.

4. COMPLIANCE WITH THE LAW AND COUNTY CODE OF ETHICS

PETROSINO shall, during the term of this AGREEMENT, comply with all laws and regulations, all Codified Ordinances of the County of Orange, and shall also comply with the County Code of Ethics (Board Resolution No. 16-055). By signing this AGREEMENT, PETROSINO acknowledges that, as the Public Defender, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and agrees that she will 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 COUNTY Chief Operating Officer will evaluate the performance of PETROSINO both formally and informally on an ongoing basis. At least annually, however, PETROSINO shall receive a formal evaluation based on her performance as Public Defender. However, a failure to 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 Public Defender, PETROSINO shall be compensated at an hourly rate of \$104.02. PETROSINO shall receive compensation in the same manner, and at the same times, and shall be entitled to receive the same adjustments in compensation, as other COUNTY Executive Management (Group II) employees generally. As the position of Public Defender is an overtime-exempt executive position, PETROSINO shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

PETROSINO shall accrue Vacation and Sick Leave at the same rate as other COUNTY Executive Management (Group II) employees, and shall be entitled to a payoff for all accrued, unused Vacation Time, Comp Time, and Annual Leave (but not Sick Leave) at the time of separation of employment, in accordance with the requirements of California law. PETROSINO 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. PETROSINO 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 her pension benefit plus the complete reverse pick-up.

7. RESIGNATION/TERMINATION

PETROSINO shall serve as Public Defender at the sole pleasure of the Board. This AGREEMENT may be terminated "at will" by either PETROSINO or the Board at any time, and without notice. Upon termination of this AGREEMENT, the authority of PETROSINO to serve as the Public Defender shall immediately terminate and the Office of Public Defender shall be deemed vacant under Government Code section 24105.

PETROSINO 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, PETROSINO 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 decides to terminate this AGREEMENT, PETROSINO shall receive from the COUNTY a lump sum severance payment, equal to three (3) months of salary, payable as wages, less any applicable taxes and deductions. However, this AGREEMENT shall

terminate automatically, without further action of the BOARD, and PETROSINO shall not be entitled to this or any other severance package from the COUNTY, if (1) PETROSINO voluntarily resigns her employment; (2) PETROSINO elects to apply for a pension or similar defined-benefit retirement from any public pension system; or (3) the COUNTY 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).

PETROSINO may voluntarily terminate her employment at any time, and for any reason, except she shall give the COUNTY thirty (30) days' written notice prior to the effective date of the voluntary termination of her employment.

8. MERGER

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and PETROSINO. The COUNTY and PETROSINO acknowledge and agree that 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. The COUNTY and PETROSINO also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

9. MODIFICATION

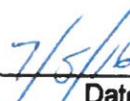
This AGREEMENT, including its term, may be modified by mutual agreement between the County Executive Officer, acting on behalf of the COUNTY, and PETROSINO. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

10. ACKNOWLEDGEMENT AND CONSENT

By signing below, PETROSINO and Chairwoman Lisa A. Bartlett, authorized by action of the BOARD to sign this AGREEMENT 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.



Sharon L. Petrosino



Date

FOR THE COUNTY OF ORANGE:



Lisa A. Bartlett
Chairwoman of the Board of Supervisors
County of Orange



Date

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: Mark Howe, SUPERVISING DEPUTY FOR
Leon J. Page, COUNTY COUNSEL
County Counsel

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

July 12, 2016

Submitting Agency/Department: County Executive Office

Approve employment agreement with Sharon Petrosino as Public Defender (\$337,050 total compensation), effective 7/12/16 - All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

THE BOARD APPROVED THE AGREEMENT WITH SHARON PETROSINO FOR EMPLOYMENT AS THE ORANGE COUNTY PUBLIC DEFENDER AT A BASE ANNUAL SALARY AMOUNT OF \$261,361.60 (HOURLY RATE OF \$104.02 x 2080 HOURS), WITH TOTAL COMPENSATION (INCLUDING BENEFITS) AT \$337,050.00 ANNUALLY

Unanimous (1) DO: X (2) STEEL: Y (3) SPITZER: Y (4) NELSON: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- Resolution(s)
- Ordinances(s)
- Contract(s)

Item No. S29B

Special Notes:

Copies sent to:

*CEO
Public Defender*

7/14/16



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.
Robin Stieler, Clerk of the Board

By: 
Deputy



County Executive Office

S296

Memorandum

July 6, 2016

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer *FK*
Subject: Exception to Rule 21

2016 JUL -6 PM 4:16
CLERK OF THE BOARD
OF SUPERVISORS
CLERK OF THE BOARD
OF SUPERVISORS

The County Executive Office is requesting a supplemental for the July 12, 2016, Board Hearing Meeting.

Agency: County Executive Office
Subject: Public Defender Employment Agreement
Districts: All Districts

Reason for supplemental: Upon direction from Board of Supervisors, this Agenda Staff Report needs to be scheduled for the July 12, 2016, Board meeting.

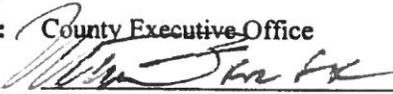
Concur: *Lisa Bartlett*
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel



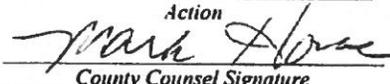
**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

Agenda Item 529B
Clerk's Use Only

MEETING DATE: 07/12/2016
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Mark Denny (714) 834-3028
Lilly Simmering (714) 834-6748

2016 JUL -6 PM 4:16
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Public Defender Employment Agreement

CEO CONCUR  <i>CEO Signature</i>	COUNTY COUNSEL REVIEW <u>APPROVE AS TO FORM</u> <i>Action</i>  <i>County Counsel Signature</i>	CLERK OF THE BOARD Discussion 3 Votes Board Majority
---	--	---

Budgeted: Yes

Current Year Cost: \$337,050

Annual Cost: See Financial Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: General Fund: 100%

County Audit in last 3 years: No

Prior Board Action: 06/28/2016 #SCS7

RECOMMENDED ACTION(S):

Approve employment agreement with Sharon Petrosino as the Orange County Public Defender, effective July 12, 2016, at an hourly rate of \$104.02 and total compensation of \$337,050 including benefits.

SUMMARY:

Appointment of Sharon Petrosino as the Orange County Public Defender, effective July 12, 2016, will fill the position with a permanent appointment subject to the terms of the employment agreement.

BACKGROUND INFORMATION:

On March 15, 2016, the County of Orange initiated a national recruitment in conjunction with Executive Search Firm, Bob Murray and Associates, to fill the vacant Public Defender position. The recruitment

closed on April 15, 2016. The candidate pool consisted of 36 individuals from the Offices of the Public Defender and law firms throughout the country. Eight candidates were selected to interview with an external panel of subject matter experts and an internal subcommittee consisting of Supervisors Andrew Do and Todd Spitzer of the Orange County Board of Supervisors. Following the initial round of interviews, on June 28, 2016, the Board of Supervisors unanimously appointed Sharon Petrosino as Orange County Public Defender, subject to approval of the attached employment contract.

Sharon Petrosino possesses an excellent background for this position. Ms. Petrosino has been with the Office of the Orange County Public Defender for over 30 years representing indigent clients in cases ranging from homicides and capital cases to appellate work throughout the Orange County Courts and Court of Appeal. Following former Orange County Public Defender Frank Ospino's departure in December 2015, Ms. Petrosino was appointed by the Board of Supervisors as the Interim Public Defender overseeing the management of the Offices of Public Defender.

Ms. Petrosino received her juris doctor degree from the Southwestern University School of Law and a Bachelor of Arts degree from Rutgers University. She is a member of the Orange County Bar Association, the California Public Defender's Association and California Attorneys for Criminal Justice.

FINANCIAL IMPACT:

In accordance with the Salary Schedule, the hourly rate for the Orange County Public Defender is \$104.02. The total annual compensation including benefits is \$337,050.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Sharon Petrosino Resume
Attachment B - Employee Contract