

**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 Sara Nakada (hereinafter "NAKADA").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

In accordance with the June 10, 2025, minute order of the Orange County Board of Supervisors ("BOARD") appointing NAKADA to the Office of Public Defender, the COUNTY hereby agrees to employ NAKADA as the Public Defender on the terms and conditions specified herein. NAKADA hereby accepts her appointment to the Office of Public Defender and accepts employment with the COUNTY on the terms and conditions specified herein.

2. TERM

This AGREEMENT is for a three-year term commencing on July 12, 2025, and ending on Tuesday, July 11, 2028 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Acting under the administrative supervision of the COUNTY Chief Executive Officer, NAKADA shall be responsible for the overall operation of the Office of the Public Defender. NAKADA 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 State Bar Rules of Professional Conduct.

4. COMPLIANCE WITH THE LAW AND COUNTY CODE OF ETHICS

NAKADA 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, NAKADA acknowledges that, as the Public Defender, she is a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and 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 COUNTY Chief Executive Officer will evaluate the performance of NAKADA both formally and informally on an ongoing basis. At least annually, however, NAKADA 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, NAKADA shall be compensated at the rate of \$160.13 per hour which equals \$333,070.40 per year. NAKADA shall additionally be entitled to receive the same salary adjustments generally provided to the members of the Orange County Attorneys' Association. As the position of Public Defender is overtime-exempt executive position, NAKADA shall not be entitled to overtime pay under either Fair Labor Standards Act or California Law.

NAKADA 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. NAKADA 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. NAKADA shall be a member of the Orange County Employees Retirement System and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

7. RESIGNATION/TERMINATION

In accordance with Government Code section 27703, NAKADA shall serve as Public Defender at the sole pleasure of the Board. This AGREEMENT may be terminated "at will" by either NAKADA or the Board at any time, and without notice. Upon termination of this AGREEMENT, the authority of NAKADA to serve as the Public Defender shall immediately terminate and the Office of Public Defender shall be deemed vacant under Government Code section 24105.

NAKADA 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, NAKADA 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, NAKADA shall receive from the COUNTY a severance package, payable in a single lump sum, equal to the sum of salary and the County's share of the costs of my health insurance premiums calculated from the date of termination through the next 90 calendar days. However, this AGREEMENT shall terminate automatically, without further action of the BOARD, and NAKADA shall not be entitled to this or

any other severance package from the COUNTY, if (1) NAKADA voluntarily resigns her employment; (2) NAKADA 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).

8. MERGER

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and NAKADA. The COUNTY and NAKADA 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 NAKADA 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 may be modified by mutual agreement between the COUNTY and NAKADA. 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, NAKADA and Chairman Doug Chaffee, 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.

DocuSigned by:

 97362BA9C037472...
 Sara Nakada

6/26/2025
 Date

FOR THE COUNTY OF ORANGE:


 Doug Chaffee
 Chairman of the Board of Supervisors
 County of Orange

6/24/25
 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

DocuSigned by:
By: Leon Page
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Leon J. Page
County Counsel