

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
EXECUTIVE DIRECTOR OF THE
CAMPAIGN FINANCE AND ETHICS COMMISSION**

This Third Amendment ("THIRD AMENDMENT") to the Employment Agreement ("AGREEMENT") for the Executive Director of the Campaign Finance and Ethics Commission is made by and between the County of Orange ("COUNTY") and Denah Hoard (hereinafter "HOARD"). The COUNTY and HOARD shall collectively be referred to herein as the "Parties."

ARTICLE I. RECITALS

- 1.1 **WHEREAS**, by minute order dated March 14, 2017, the Orange County Board of Supervisors ("BOARD") approved the Employment Agreement for Executive Director of the Campaign Finance and Ethics Commission ("AGREEMENT");
- 1.2 **WHEREAS**, by minute order dated September 11, 2018, the BOARD approved the First Amendment to the AGREEMENT to modify the compensation, benefits, and annual leave available to HOARD under the AGREEMENT;
- 1.3 **WHEREAS**, by minute order dated April 28, 2020, the BOARD approved the Second Amendment to the AGREEMENT to modify the benefits available to HOARD under the AGREEMENT; and
- 1.4 **WHEREAS**, the BOARD has determined that effective April 9, 2021 the terms of the AGREEMENT should be modified as follows:

ARTICLE II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, representations, and promises set forth herein, the parties agree as follows:

- 2.1 Except as modified in this THIRD AMENDMENT, all terms of the AGREEMENT shall remain in full force and effect;
- 2.2 With respect to Section 2 of the AGREEMENT, the term is extended to April 7, 2023; and
- 2.3 With respect to Section 6 paragraph 1 of the AGREEMENT, HOARD shall be compensated on a salary basis through the EXPIRATION DATE of this AGREEMENT in the annual amount of one hundred and eighty-seven thousand seven hundred and seventy-five dollars (\$187,775). HOARD shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally and shall receive the same future pay increases as other COUNTY Executive Management (Group II) employees. As the position of EXECUTIVE DIRECTOR is an overtime exempt executive position, HOARD shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law. HOARD shall receive the same benefits generally provided to other Executive Management (Group II)

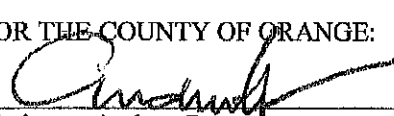


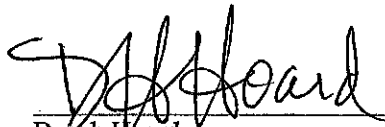
employees, except as otherwise provide herein or in other acts of the BOARD. HOARD shall be a member of the Orange County Employees Retirement System and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

ARTICLE III. ACKNOWLEDGEMENT AND CONSENT

By signing below, HOARD and Supervisor Andrew Do, Chairman of the Board of Supervisors, acting on behalf of the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this THIRD AMENDMENT, and that they consent and agree to each and every term and condition contained herein.

FOR THE COUNTY OF ORANGE:

 3/29/21
Chairman Andrew Do Date
Supervisor, 1st District
Orange County Board of Supervisors
County of Orange

 3/29/21
Denah Hoard Date

Signed and certified that copy of this document
Has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535



Attest:



Robin Stieler
Clerk of the Board of Supervisors
Orange County California

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By Leon Page
Digitally signed by Leon Page
DN: cn=Leon Page, o=Orange
County,
email=leonpage@ocsa.org, c=US
Date: 2021.03.11 11:29:12 -0800

Leon J. Page
County Counsel