

ORIGINAL
CLERK OF THE BOARD
ORANGE COUNTY

**FIRST AMENDMENT TO
COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
EXECUTIVE DIRECTOR
OF THE
CAMPAIGN FINANCE AND ETHICS COMMISSION**

This FIRST AMENDMENT TO AGREEMENT is entered into this 11th day of September 2018, by and between the County of Orange ("COUNTY") and Denah H. Hoard (hereinafter "HOARD") to amend the Employment Agreement for the Executive Director of the Campaign Finance and Ethics Commission ("AGREEMENT") between the parties commencing on April 10, 2017, for the purposes of allowing for a one-time increase in salary.

1. Section 6 on page 2 of the AGREEMENT is amended to read in its entirety as follows:

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the COUNTY as EXECUTIVE DIRECTOR, 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. 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.

Upon the commencement of employment, the COUNTY will grant HOARD eighty (80) hours of vacation time balances, and HOARD will accrue .0962 hours of vacation for each hour worked (approximately five (5) weeks annually). During the first three years of employment as EXECUTIVE DIRECTOR, HOARD will accrue .0347 hours of sick leave with pay for each hour worked (approximately nine (9) days annually). Following completion of the third year of employment, HOARD will accrue .0462 hours of sick leave with pay for each hour worked (approximately twelve (12) days annually). HOARD shall be entitled to a payoff for all accrued, unused Vacation time (but not sick leave with pay), at the time of separation of employment, in accordance with the requirements of California law.

HOARD 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. HOARD 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.

All other provisions of the AGREEMENT remain unchanged.

IN WITNESS WHEREOF, COUNTY and HOARD have executed this FIRST AMENDMENT TO AGREEMENT on the dates listed below:

COUNTY OF ORANGE
By *Andrew Do*
Andrew Do
Chair of the Board of Supervisors

Denah H. Hoard
Denah H. Hoard

Dated: 9/11/18

Dated: 9/11/18

Signed and certified that a copy of this document has been delivered to the Chair 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 *Leon J. Page*
Leon J. Page
County Counsel