

**MEMORANDUM OF AGREEMENT FOR APPOINTMENT
OF THOMAS G. MAUK
TO THE POSITION OF COUNTY EXECUTIVE OFFICER**

This Memorandum of Agreement for Appointment of Thomas G. Mauk to the Position of County Executive Officer ("Agreement") is entered into this 28th day of September, 2004, by and between Thomas G. Mauk 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 Executive Officer.

RECITALS

WHEREAS, the Board desires to appoint Thomas G. Mauk to the position of County Executive Officer subject to mutual agreement concerning compensation and other terms and conditions of employment; and

WHEREAS, this Agreement is intended to set forth said compensation and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants specified herein, it is agreed as follows:

1. Appointment

Pursuant to Government Code Section 25300 and Orange County Codified Ordinances Section 1-2-64, the Board appoints and Thomas G. Mauk accepts appointment to the position of County Executive Officer effective October 15, 2004, on the terms and conditions specified herein. This appointment is for a term of three years. It may be terminated as hereinafter provided.

2. Duties and Authority

Thomas G. Mauk shall perform the duties of County Executive Officer, and such other duties as may be prescribed by law, in a professional manner. He shall have and exercise all authority and powers necessary to manage all functions and operations of the County of Orange ("County"), except those committed by law to elected officers of the County. With regard to the functions and operations committed to such elected officers, he shall have and exercise budget control and oversight, subject to final approval by the Board. He shall have and exercise direct oversight of the appointed department heads and their agencies and departments except for the County Counsel and Director of Internal Audit which report directly to the Board. He shall cause the budget planning of all departments to be compatible with approved Board policies and long range plans. He shall review and evaluate the budget estimates of all departments and shall submit a recommended annual budget to the Board. He shall exercise continuous review of revenues and expenditures throughout the year to insure budgetary control and shall recommend to the Board any necessary fiscal controls. All departmental requests for supplemental appropriations and budget transfers that require Board approval shall be reviewed by the County Executive Officer for his recommendation. He shall exercise all of the authority vested in the County Executive Officer pursuant to Orange County Codified Ordinance No. 00-6, by the County Personnel and Salary Resolution, or in other resolutions adopted by the Board of Supervisors.

3. Performance Evaluation

The Board of Supervisors will evaluate the performance of the County Executive Officer annually during the term of this Agreement. Failure to perform the evaluation will not affect any other provision of this Agreement.

4. Compensation

The County shall provide Thomas G. Mauk an annual salary for services rendered while serving as County Executive Officer of approximately \$ 215,000 and shall receive salary payments in accordance with the pay period described in Article VI, Section 1.A. of the Personnel and Salary resolution and shall receive salary payments in the same manner and at the same times as other County executive management employees generally.

5. Employee Benefits

Thomas G. Mauk shall receive benefits generally or specifically provided to other Executive Management (Group II) employees and as specifically provided for in the Personnel and Salary Resolution, except as otherwise provided herein or in other acts of the Board of Supervisors.

6. Annual Leave

Thomas G. Mauk will commence employment with an Annual Leave balance of 160 hours. He will accrue annual leave as provided for executive management employees in accordance with applicable County rules.

7. Indemnification and Legal Representation

The County agrees to defend and indemnify Thomas G. Mauk to the full extent provided in Division 3.6 of Title 1 of the California Government Code.

8. Resignation/Termination

Thomas G. Mauk shall serve at the sole pleasure of the Board and either party may terminate this Agreement at any time for any reason without notice or cause, and without hearing. Thomas G. Mauk is advised and acknowledges that he has none of the termination rights of a regular employee of the County. Except as expressly provided herein, and as a condition of appointment, Thomas G. Mauk knowingly, willingly and voluntarily gives up,

waives, and disclaims any and all rights he may have, express or implied, to any notice and/or hearing either before or after termination, and/or to any continued employment with the County after termination.

9. Severance Pay

In the event Thomas G. Mauk 's employment is terminated by action of the Board of Supervisors as provided in paragraph 8, he shall receive the following severance benefits:

(a) A payment equal to twelve (12) months of salary.

(b) A payment equal to the County's contribution toward medical/dental insurance benefit for twelve (12) months, based on rates in effect as of the date of termination.

10. Compliance with Law

Thomas G. Mauk shall, during the appointment, comply with all laws and regulations applicable to the position of County Executive Officer. Any act or omission, constituting a public offense involving moral turpitude or a withholding of labor, is a material breach of this Agreement, relieving the County of any and all obligations herein.

11. Merger and Modification

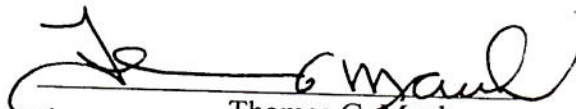
Pursuant to Code of Civil Procedure Section 1856, this Agreement is intended both as the final expression of agreement of the parties with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement of the parties. Each party to 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 party or by any person acting on behalf of any

party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

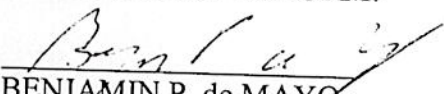
12. Acknowledgement and Consent

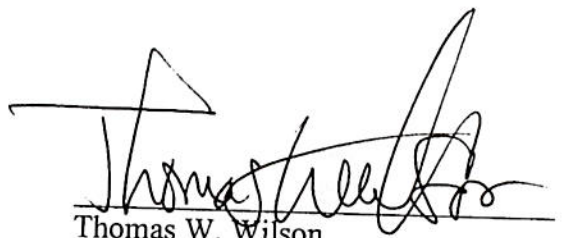
Thomas G. Mauk acknowledges that he has read and fully understands the terms and conditions of this Memorandum of Agreement for Appointment to the position of County Executive Officer, and consents and agrees to each and every term and condition contained herein.

Dated this 28th day of September, 2004.


Thomas G. Mauk

APPROVED AS TO FORM:


BENJAMIN P. de MAYO
COUNTY COUNSEL


Thomas W. Wilson
Chairman of the Board of Supervisors

AMENDMENT TO MEMORANDUM OF AGREEMENT FOR APPOINTMENT OF
THOMAS G. MAUK TO THE POSITION OF COUNTY EXECUTIVE OFFICER

This Amendment to the Memorandum of Agreement for Appointment of Thomas G. Mauk to the position of County Executive Officer ("Agreement") is entered into effective February 7, 2006. Except as modified below, all terms of the Agreement remain in effect.

In consideration of the mutual covenants contained herein, it is agreed as follows.

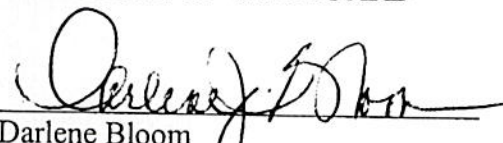
1. Mauk will accrue annual leave at the rate provided for County executive managers having ten or more years of service.
2. The County will contribute up to \$100 per pay period toward the employee's share of the premium for a County-offered term life insurance policy for Mauk.
3. The term of the Agreement is extended through October 15, 2009.
3. Thomas G. Mauk acknowledges that he has read and fully understands the terms and conditions of this Amendment and the Agreement and consents and agrees to each and every term and condition contained therein and herin.

Dated this Seventh day of February, 2006


Thomas G. Mauk

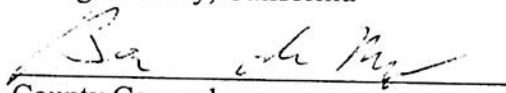
SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD




Darlene Bloom
Clerk of the Board of Supervisors
County of Orange, California


Bill Campbell
Chairman of the Board of Supervisors

Approved as to Form:
Office of the County Counsel
Orange County, California


County Counsel

ORIGINAL

CLERK OF THE BOARD
ORANGE COUNTY

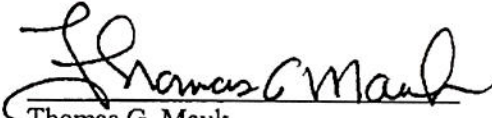
AMENDMENT TO MEMORANDUM OF AGREEMENT FOR APPOINTMENT OF
THOMAS G. MAUK TO THE POSITION OF COUNTY EXECUTIVE OFFICER

This Amendment to the Memorandum of Agreement for Appointment of Thomas G. Mauk to the position of County Executive Officer ("Agreement") is entered into effective February 6, 2007. Except as modified below, all terms of the Agreement remain in effect.

In consideration of the mutual covenants contained herein, it is agreed as follows.

1. The term of the Agreement is extended through October 15, 2010.
2. Mauk's salary will increase 8% retroactive to June 23, 2006 from \$215,000 to \$232,200. Effective January 1, 2007, Mauk's salary will increase by 4% from \$232,200 to \$241,488.
3. Thomas G. Mauk acknowledges that he has read and fully understands the terms and conditions of this Amendment and the Agreement and consents and agrees to each and every term and condition contained therein and herein.

Dated this: Sixth day of February 2007

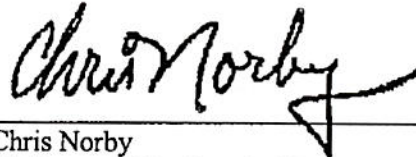


Thomas G. Mauk
County Executive Officer
County of Orange, California

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
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CHAIRMAN OF THE BOARD

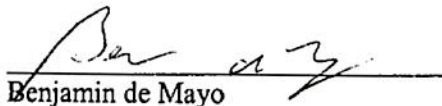


Darlene Bloom
Clerk of the Board of Supervisors
County of Orange, California



Chris Norby
Chairman of the Board of Supervisors
County of Orange, California

Approved as to Form:
Office of the County Counsel



Benjamin de Mayo
County Counsel
County of Orange, California


AMENDMENT TO MEMORANDUM OF AGREEMENT FOR APPOINTMENT OF
THOMAS G. MAUK TO THE POSITION OF COUNTY EXECUTIVE OFFICER

This Amendment to the Memorandum of Agreement for Appointment of Thomas G. Mauk to the position of County Executive Officer ("Agreement") is entered into effective October 15, 2007. Except as modified below, all terms of the Agreement remain in effect.

In consideration of the mutual covenants contained herein, it is agreed as follows.


1. The term of the Agreement is extended through October 15, 2011.
2. Mauk's salary will increase 5% to \$253,562 effective October 15, 2007.
3. Mauk shall be credited with an additional 80 hours of annual leave on October 15, 2007. To be used each year as non cashable leave time.
4. To the extent contributions by the County to the Orange County Employees Retirement System ("OCERS") on Mauk's behalf are reduced as a result of IRC 401 (a)(17), the amount of such reduction will be contributed by the County to a qualified Deferred Compensation account in Mauk's behalf.
5. Except as amended herein, all terms of the Memorandum of Agreement and any prior amendments remain in full force and effect.

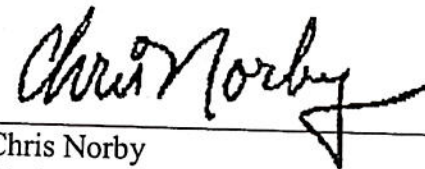
Dated: November 6, 2007


Thomas G. Mauk
County Executive Officer
County of Orange, California

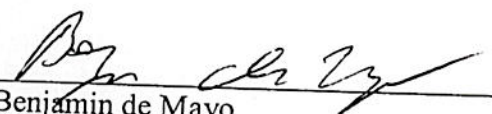
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CHAIRMAN OF THE BOARD




Darlene Bloom
Clerk of the Board of Supervisors
County of Orange, California


Chris Norby
Chairman of the Board of Supervisors
County of Orange, California

Approved as to Form:
Office of the County Counsel


Benjamin de Mayo
County Counsel
County of Orange, California

**AMENDMENT TO MEMORANDUM OF AGREEMENT
FOR APPOINTMENT OF THOMAS G. MAUK TO THE POSITION OF
COUNTY EXECUTIVE OFFICER**

This Amendment to the Memorandum of Agreement for Appointment of Thomas G. Mauk to the position of County Executive Officer ("Agreement") is entered into effective November 25, 2008. Except as modified below, all terms of the Agreement remain in full force and effect.

In consideration of the mutual covenants contained herein, it is agreed between the County of Orange and Thomas G Mauk as follows:

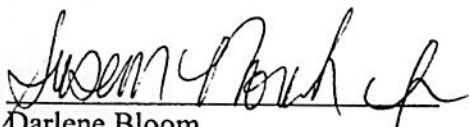
1. The term of the Agreement is extended two (2) years through October 15, 2013.
2. Except as amended herein, all terms of the Memorandum of Agreement and any and all amendments thereto shall remain in full force and effect.

Dated: November 25, 2008



Thomas G. Mauk
County Executive Officer
County of Orange

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
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CHAIRMAN OF THE BOARD

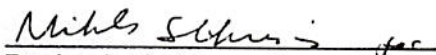


Darlene Bloom
Clerk of the Board of Supervisors
County of Orange



John M.W. Moorlach
Chairman of the Board of Supervisors
County of Orange

Approved as to form:
Office of the County Counsel



Benjamin de Mayo Sr. ASST.
County Counsel
County of Orange