

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

This Employment Agreement for the Executive Director of the Campaign Finance and Ethics Commission ("AGREEMENT") is made by and between the County of Orange ("COUNTY") and Denah H. Hoard (hereinafter "HOARD").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby agrees to employ HOARD as the Executive Director of the Campaign Finance and Ethics Commission ("EXECUTIVE DIRECTOR") on the terms and conditions specified herein. HOARD hereby agrees to accept this appointment to the position of EXECUTIVE DIRECTOR.

2. TERM

This AGREEMENT is for a four-year term commencing on Monday, April 10, 2017, and ending on Friday, April 9, 2021 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the Board of Supervisors ("BOARD"), HOARD shall be responsible for the enforcement of, and may investigate alleged violations of, the County Campaign Reform Ordinance, the Lobbyist Registration and Reporting Ordinance, the Gift Ban Ordinance, and Sections 6 and 9 of the Code of Ethics, and shall also perform all other duties and responsibilities of the EXECUTIVE DIRECTOR as set forth in Section 1-2-359 of Article 26 of Division 2 of Title 1 of the Codified Ordinances of the County of Orange, as well as any other duty or obligation imposed by law.

4. COMPLIANCE WITH THE LAW

HOARD shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Codified Ordinances of the County of Orange. By signing this AGREEMENT, HOARD acknowledges that, as EXECUTIVE DIRECTOR, 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 BOARD will evaluate the performance of HOARD both formally and informally on an ongoing basis. At least annually, however, HOARD shall receive a formal evaluation based on her performance as EXECUTIVE DIRECTOR. However, a failure to timely 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 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 eight-five thousand dollars (\$185,000). 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.

7. **RESIGNATION/TERMINATION**

HOARD shall serve as EXECUTIVE DIRECTOR at the sole pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either HOARD or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, HOARD'S authority as the EXECUTIVE DIRECTOR shall immediately terminate and revert to the BOARD.

HOARD 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, HOARD 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, HOARD shall receive from the COUNTY a lump sum severance payment, equal to the sum of 90 calendar days of salary, payable as wages, less any applicable taxes and deductions, and the County's share of the costs of HOARD'S health insurance premiums.

However, this AGREEMENT shall terminate automatically, without further action of the BOARD, and HOARD shall not be entitled to this or any other severance package from the COUNTY, if (1) HOARD voluntarily resigns her employment; (2) HOARD 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

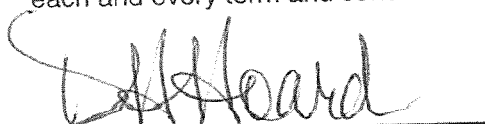
This AGREEMENT is intended as the final expression of the agreement between the COUNTY and HOARD. The COUNTY and HOARD acknowledge and agree that no representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. The COUNTY and HOARD also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

9. MODIFICATION

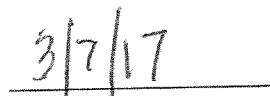
This AGREEMENT may be modified by mutual agreement between the COUNTY and HOARD. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

10. ACKNOWLEDGEMENT AND CONSENT

By signing below, HOARD and Supervisor Michelle Steel, Chairwoman 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 AGREEMENT, and that they consent and agree to each and every term and condition contained herein.

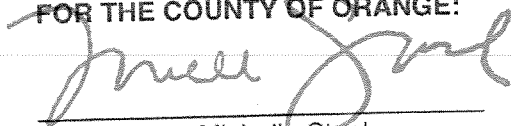


Denah H. Hoard



Date

FOR THE COUNTY OF ORANGE:



Chairwoman Michelle Steel
Supervisor, 2nd District
Orange County 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
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
County Counsel