



County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD

MAR 08 2017

March 7, 2017

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

S42C

The County Executive Office is requesting a supplemental item for the March 14, 2017, Board Hearing Meeting.

Agency: Human Resource Services

Subject: Campaign Finance and Ethics Commission Executive Director Appointment

Districts: All Districts

Reason for supplemental: Denah Hoard was offered the position of Executive Director of the Campaign Finance and Ethics Commission at the February 14, 2017, Board meeting. Salary and benefit negotiations commenced with Ms. Hoard immediately following the Board meeting.

County Counsel began drafting the Employment Agreement for Board ratification on February 28, 2017. In order for Ms. Hoard to begin employment with the County on April 10, 2017, she needs to provide her current employer one-month notice of her resignation. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairwoman Michelle Steel, Supervisor, Second District

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

RECEIVED
CLERK OF THE BOARD

MAR 08 2017

MEETING DATE: 03/14/17
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Human Resource Services
DEPARTMENT HEAD REVIEW: Brenda Diederichs
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Brenda Diederichs (714) 834-2836
Leon J. Page (714) 834-3300

SUBJECT: Campaign Finance and Ethics Commission Executive Director Appointment

CEO CONCUR

[Signature]

CEO Signature

COUNTY COUNSEL REVIEW

Approved Agreement
Action as to form
[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$89,610

Annual Cost: See Financial Impact Section

Staffing Impact: No

of Positions: 1

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: GF: 100%

County Audit in last 3 years: No

Prior Board Action: 10/20/2015 #S24A, 10/06/2015 #S34B, 9/22/2015 #S57D, 08/25/2015 #79

RECOMMENDED ACTION(S):

1. Appoint Denah Hoard as Executive Director of the Campaign Finance and Ethics Commission, at an annual total compensation of \$291,234.
2. Approve, and authorize the Chair to execute, Employment Agreement for Executive Director of the Campaign Finance and Ethics Commission.

SUMMARY:

Appointment of Denah Hoard as the Executive Director of the Campaign Finance and Ethics Commission, at an annual total compensation of \$291,234, and approval of her Employment Agreement, will provide for, among other matters, the effective enforcement 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.

BACKGROUND INFORMATION:

On October 20, 2015, the Board directed the Registrar of Voters to place on the June 7, 2016 Presidential Primary Election Ballot a measure providing for the establishment of a County Campaign Finance and Ethics Commission. This ballot measure, styled as Measure A, was approved by almost 70 percent of the electorate.

The County conducted a recruitment for the position of Executive Director of the Campaign Finance and Ethics Commission. Following closed session interviews of the finalists, the Board directed County staff to negotiate an employment agreement with Ms. Hoard. Ms. Hoard has agreed to the County's proposal and, with Board approval of the employment agreement, is prepared to begin in this position on April 10, 2017.

The Salary of \$185,000 is within the salary schedule for the position of Executive Director of the Campaign Finance and Ethics Commission.

Ms. Hoard is an attorney with over 20 years of experience working in a legal capacity for public agencies. She has worked for municipalities, California State University as well as a private law firm whose clients were public agencies.

FINANCIAL IMPACT:

In accordance with the Salary Schedule, the annual salary for the Executive Director of the Campaign and Finance and Ethics Commission is \$185,000 (\$88.94 per hour). Total annual salary and benefits is estimated to be \$291,234. The FY 2016-17 estimated salary and benefits cost is \$89,610.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Employment Agreement
Attachment B – Resume of Denah Hoard

Attachment A - Employment Agreement

**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).

Attachment A - Employment Agreement

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.

Attachment A - Employment 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

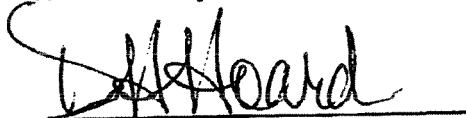
This AGREEMENT is intended as the final expression of the agreement between the COUNTY and HOARD. The COUNTY and HOARD acknowledge and agree that no representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which 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

3/7/17

Date

FOR THE COUNTY OF ORANGE:

Chairwoman Michelle Steel
Supervisor, 2nd District
Orange County Board of Supervisors
County of Orange

Date

Attachment A - Employment Agreement


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

Attachment B - Resume of Denah Hoard

DENAH H. HOARD

Experience

CITY OF ORANGE – Office of the City Attorney Orange, CA

Senior Assistant City Attorney: promoted in December 2016

Assistant City Attorney: November 2012 – December 2016

Acting as the primary trial attorney for civil actions and as the City Prosecutor; staff counsel for City Traffic Commission; serving as Legal Advisor to multiple City Departments which requires verbal and written legal opinions on various aspects of municipal law, duties include providing responses to Public Record Act requests, subpoena responses and training of employees in all aspects of compliance with City of Orange regulations and state law.

CALIFORNIA STATE UNIVERSITY – Office of the General Counsel Long Beach, CA

University Counsel: September 2007 – October 2012

Handled all aspects of litigation for the California State University system on a statewide basis primarily focused in the area of employment law and writ actions; was responsible for hiring and monitoring outside counsel in large litigation matters involving employment litigation and insurance disputes; also served as counsel to the California State University Risk Management Authority (CSURMA) the self-insurance pool for CSU campuses; CSURMA duties included staffing meetings, providing general advice on business matters, responding to Public Records Act requests and ensuring compliance with the Bagley-Keene Act which is the State equivalent to the Brown Act.

CITY OF SANTA ANA – Office of the City Attorney Santa Ana, CA

Assistant City Attorney: June 1999 – August 2007

Deputy City Attorney: June 1998 – June 1999

Was the primary trial attorney for the office who handled civil rights, personal injury and employment litigation for the City; responsible for writ proceedings and inverse condemnation actions; acted as liaison to Risk Management Office for purposes of evaluating all Government Tort Claims, providing advice and pre-litigation settlement negotiations; drafted ordinances, resolutions and memoranda for presentation to City Council; provided oral and written advice to all departments in the City; managed two paralegals; acted as Police Legal Advisor and staffed Public Safety Committee meetings; acted as the City Prosecutor while a Deputy City Attorney and developed administrative citation program for municipal code violations.

Published decisions: Walters v. Superior Court (2000) 80 Cal.App.4th 1074;

People v. Mooc (2001) 26 Cal.4th 1216; Quintero v. City of Santa Ana (2004) 114 Cal.App.4th 810.

LYNBERG & WATKINS Los Angeles, CA

Associate: September 1995 – June 1998

Associate in civil litigation firm; handled employment and personal injury actions for large corporations and public entities; was responsible for client interaction, litigation strategy, exposure evaluations, discovery, law and motion and trial.

Published decision: Sistare-Meyer v. Y.M.C.A (1997) 58 Cal.App.4th 10.

Attachment B - Resume of Denah Hoard

UNITED STATES BANKRUPTCY COURT, Eastern District Fresno, CA
Law Clerk to the Honorable Judge Richard T. Ford: July 1994 – September 1995
Researched and prepared memoranda and opinions on various bankruptcy issues;
was responsible for preparation of daily calendar summaries and rulings.

Education

SOUTHWESTERN UNIVERSITY SCHOOL OF LAW – Los Angeles, CA

Juris Doctorate – May 1994

Admitted to California Bar – December 1994

Admitted to United States District Court – All Districts

Admitted to the Ninth Circuit Court of Appeals

Admitted to the United States Supreme Court

UNIVERSITY OF CALIFORNIA – Santa Barbara, CA

Bachelor of Arts: Environmental Studies – August 1990

Senior Thesis: “SLAPP – Strategic Litigation Against Public Participants”