

# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

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### EMPLOYMENT AGREEMENT

This agreement ("Agreement"), dated as of June \_\_, 2007, (the "Effective Date") is between the El Dorado Local Agency Formation Commission ("LAFCO") and Ms. Tiffany Sonnier ("Employee"). LAFCO and the Employee agree to the following terms and conditions of employment.

**1. Nature of Employment.** LAFCO shall employ the Employee on an at-will basis commencing on the Effective Date and terminating the sooner of August 31, 2007, or when the Employee has earned One Thousand Dollars (\$1,000) as payment for the services rendered under this Agreement, unless otherwise altered in writing by LAFCO in the sole discretion of its Executive Officer.

**2. Position and Responsibilities.**

**(a) Position.** Employee accepts employment with LAFCO as a Research Intern and shall perform all services appropriate to that position as set forth in the position description attached to this Agreement as Exhibit "A," as well as such other services as may be assigned by the LAFCO's Executive Officer. Employee shall devote her best efforts and attention to the performance of her duties, and shall meet with the Executive Officer each week prior to the commencement of services to determine that week's work schedule, including the number of hours she will devote to the performance of her services in that week. However, in no week shall the Employee provide services in excess of forty (40) hours.

The Employee accepts the position of Research Intern on an at-will basis, meaning that either LAFCO or the Employee may terminate this Agreement at any time without advance notice and without right of appeal.

**(b) Other Activity.** Except upon the prior written consent of the Executive Officer, Employee shall not engage, directly or indirectly, in any other employment, business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may be competitive with LAFCO and that might create a conflict of interest with LAFCO, or that otherwise might interfere with the business of LAFCO, without the express written consent of LAFCO.

**3. Compensation and Benefits.**

**(a) Compensation.** In consideration of the services to be rendered under this Agreement, LAFCO shall pay Employee Eight Dollars and Sixty-eight Cents (\$8.68) per hour, up to a maximum of One Thousand Dollars (\$1,000) during the term of this Agreement. LAFCO may amend the term of this Agreement and/or the maximum amount of compensation earnable in writing in the sole discretion of the Executive Officer. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.

**(b) Benefits.** Employee shall not have the right to receive LAFCO-funded health and dental insurance, and will not accrue vacation, sick leave, holiday or floating holiday pay or any other benefits provided to LAFCO employees unless otherwise required by applicable law.

**4. Termination of Employment.**

At any time, the LAFCO or the Employee may terminate this Agreement with or without cause and without right of appeal. In the event the Employee desires to resign her employment, the LAFCO requests, as a courtesy, the provision of fourteen (14) calendar days' advance written notice. Upon termination of this Agreement, all of LAFCO's and the Employee's obligations under this Agreement shall cease.

**(a)** The Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by the Employee in the course of or incident to her employment, belongs to LAFCO and shall be returned promptly to LAFCO upon termination of her employment.

**(b)** Following any termination of the Agreement, the Employee shall fully cooperate with LAFCO in all matters relating to the winding up of pending work on behalf of LAFCO. The Employee shall also cooperate in the defense of any action brought by any third party against LAFCO that relates in any way to the Employee's acts or omissions while employed by LAFCO.

**5. Action by LAFCO.** All actions required or permitted to be taken under this Agreement by LAFCO, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the Executive Officer or by his or her designee specifically authorized in writing to fulfill these obligations under this Agreement.

**6. Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of the Employee's employment by LAFCO. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of the Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of LAFCO, now or in the future, apply to the Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

**7. Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by each of the parties hereto. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further

exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. **Severability.** If any provision of this Agreement, or its application to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
9. **Attorneys' Fees.** In any legal action or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. **Employee Acknowledgment.** The Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

The parties have duly executed this Agreement as of the date first written above.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Executive Officer  
El Dorado LAFCO

# EL DORADO LAFCO

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## LOCAL AGENCY FORMATION COMMISSION

### **Employment Agreement – Exhibit A**

#### **Contract Requirements**

Ms. Sonnier contracts with El Dorado LAFCO to research three resource conservation districts (RCDs) and write introductory sections on each agency (history, purpose, funding sources, personnel and governing board). Because RCDs work closely with the National Resource Conservation Service, she may also be asked to write up an introductory section on that federal agency.

Ms. Sonnier would have access to LAFCO agency files and any current information collected on the same. Under certain circumstances, Ms. Sonnier will be required to collect additional data from the RCDs, including, but not limited to, interviews and site visits. LAFCO commits to providing any additional support in those endeavors, including providing assistance with the generation of GIS maps.

At the end of the contract term, Ms. Sonnier is required to submit the equivalent of a completed “Section IV” and “Section V” of a typical municipal service review from El Dorado LAFCO.