

## INTERIM EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

This Interim Executive Officer Employment Agreement (“Agreement”) is between the El Dorado Local Agency Formation Commission (“LAFCO” or “Employer”) and Erica Sanchez (“Employee”). It is effective on July 6, 2021 (the “Effective Date”).

The Agreement is entered into on the basis of the following facts, among others:

### RECITALS

1. Employee is currently employed as the Assistant Executive Officer of El Dorado LAFCO, with her employment governed by LAFCO’s personnel policies and practices.
2. A vacancy has arisen in the position of Executive Officer, for which a formal recruitment will be conducted.
3. LAFCO desires to employ Employee as the Interim Executive Officer of LAFCO, and Employee desires to accept this interim appointment and perform the duties of the Executive Officer position.
4. LAFCO and Employee have been in discussions regarding this Agreement since June 2021.
5. Both LAFCO and Employee understand and agree that LAFCO will be conducting a recruitment for a new Executive Officer; nothing in this Agreement precludes Employee from applying for or otherwise being considered as a candidate for permanent appointment as the Executive Officer.
6. LAFCO and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, LAFCO and Employee agree as follows:

1. **At-Will Appointment.** LAFCO hereby appoints, and LAFCO employs, Employee as Interim Executive Officer effective July 6, 2021. Employee serves at the will and pleasure of LAFCO in connection with the interim Executive Officer appointment. Either party may terminate this Agreement for any reason or no reason. LAFCO requests that Employee provide fourteen (14) days advance notice of any termination of this Agreement, so that appropriate transition of duties can occur.
2. **Duties of Employee.** Employee shall perform the duties of the Executive Officer position as established by and in conformance with state law, all applicable ordinances, rules and regulations, the job description attached hereto as Exhibit A, and any additional duties which are assigned by LAFCO and which are legally permissible and proper duties. At all times, during the term of this Agreement, Employee reports to and serves at the pleasure of LAFCO. Work direction and contact will be initiated with Employee by LAFCO, the Chair of LAFCO or the Vice Chair of LAFCO. Individual LAFCO Commissioners shall coordinate contact with Employee through these two leadership positions.

a. Fiduciary Duty. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to LAFCO. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to LAFCO's business and affairs.

b. No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office under California law.

c. Outside Activities. Given the nature of this interim appointment, the Parties agree that Employee shall not engage in teaching, consulting, expert witness testimony, speaking, or other non-LAFCO connected business for which compensation is paid without express prior consent of LAFCO. If approved, Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

d. Hours of Work. The position of Interim Executive Officer is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must generally be available to other staff and members of the public during LAFCO's regular hours of business, and Employee is generally expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend LAFCO meetings or tend to other functions on LAFCO's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed and in accordance with direction provided by LAFCO.

3. **Term and Termination.** This Agreement shall continue until terminated pursuant to this section.

a. No Property Interest. Employee understands and agrees that she has no constitutionally protected property or other interest in her employment as Interim Executive Officer.

b. Termination By Employer/LAFCO. Employee's appointment is "at will," meaning that the employment can be terminated at any time, with or without cause. Should LAFCO terminate this Agreement, LAFCO will return Employee to her prior position of Assistant Executive Officer. Nothing in this section or this Agreement precludes either LAFCO from hiring Employee as, or Employee from accepting the position of, Executive Officer. If LAFCO hires someone other than Employee to be the Executive Officer, Employee will be returned to her prior job as Assistant Executive Officer at the salary and benefits then pertaining to that position.

c. Termination by Employee. Employee may voluntarily terminate her employment as Interim Executive Officer at any time, in which case Employee will return to her prior job as Assistant Executive Officer. As provided in paragraph 1, LAFCO requests that Employee provide fourteen (14) days advance notice of any resignation from the Interim Executive Officer position, so that appropriate transition of duties can occur.

4. **Compensation.** Starting July 6, 2021, and continuing for the duration of this interim appointment, Employee shall receive compensation at Step 1 of the Executive Officer position (\$44.61/hour, which equates to one-thousand, seven hundred eighty-four dollars and forty cents each week), payable on a salaried, pro-rata basis in the same manner as other LAFCO employees, subject to all applicable payroll taxes and withholdings.

5. **Benefits.** Employee shall continue to receive benefits, without change or interruption, at the same level and type as Employee receives in her position as Assistant Executive Officer. These benefits, including conditions for obtaining and using benefits including paid time off, are set forth and further described in LAFCO's Personnel Policies and Procedures.

6. **Employment Policies.** LAFCO's Personnel Policies and Procedures, setting forth employment policies, procedures, and benefits, apply to Employee and her employment with LAFCO.

7. **Input on Performance.** LAFCO can, at a time deemed appropriate by LAFCO, provide Employee with input on her performance as Interim Executive Officer. This can take the form of a formal performance evaluation or informal guidance regarding performance and expectations.

8. **Indemnification.** LAFCO shall indemnify and defend Employee in accordance with the California Government Claims Act. LAFCO will reimburse Employee for necessary expenses incurred in performing her tasks as Interim Executive Officer, in accordance with LAFCO's standard policy on reimbursement of expenses.

9. **Notices.** Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: El Dorado LAFCO  
550 Main Street, Suite #E  
Placerville, CA 95667  
Attn: LAFCO Chair

Employee: Erica Sanchez  
Address on file

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

10. **General Provisions**

a. Integration. This Agreement sets forth and establishes the entire understanding between LAFCO and Employee with respect to this interim appointment. Any prior discussions or representations by or between the parties as to this interim appointment are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

b. Binding Effect. This Agreement shall be binding on LAFCO and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

c. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

d. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

e. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

f. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in El Dorado County, California.

g. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

h. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

<p><b>EMPLOYER:</b></p> <p><b>EL DORADO LAFCO</b></p> <p>By: _____ Tim Palmer, Chair</p>	<p>_____</p> <p>Date</p>
<p><b>EMPLOYEE:</b></p> <p>_____</p> <p>Erica Sanchez</p>	<p>_____</p> <p>Date</p>

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## EXHIBIT "A"

### JOB DESCRIPTION

#### DEFINITION

Under general policy direction from the Local Agency Formation Commission, the incumbent administers Commission business, provides administrative, research services and advisory services to the Local Agency Formation Commission, and manages specialized administrative staff for the Commission.

The incumbent is the designated Environmental Coordinator (Policy 3.2.4), Budget Administrator (2.1.5), and Purchasing and Financial Officer of LAFCO (Policy 2.7.1).

#### DISTINGUISHING CHARACTERISTICS

The Interim Executive Officer of the Local Agency Formation Commission is appointed by, reports to, and serves at the will of the Local Agency Formation Commission. This single position classification, authorized by §56384 of the Government Code, has responsibility for overall policy development, program planning, fiscal management, administration and operation of the Local Agency Formation Commission. The incumbent is responsible for developing and accomplishing administrative goals and objectives, in addition to implementing the applicable provisions of the Government Code, the California Environmental Quality Act, Brown Act, other related statutes and the policy goals of the Local Agency Formation Commission.

#### EXAMPLES OF DUTIES

#### MEETINGS AND PROCEEDINGS

- Schedules and prepares for regular and special meetings of the Commission, including the public noticing, preparation and timely transmittal of the meeting agenda and related reports and recommendations, and presentation of the reports at the meetings
- Prepares special reports and studies to the Commission as mandated by statute, such as municipal services reviews and spheres of influence
- Monitors new and proposed State and local legislation that pertains to LAFCO and prepares reports to the Commission that includes a recommendation of support or opposition to proposed legislation.
- Processes applications for city and district formation, annexation, reorganization, consolidation, detachments, and extension of services by contract
- Prepares the necessary California Environmental Quality Act documents (e.g. Notices of Exemption, Initial Studies, Negative Declarations, and Mitigation Monitoring Plans) for those actions in which El Dorado LAFCO is the lead agency
- Reviews and prepares comments on CEQA documents prepared by other agencies which

affect the responsibilities of the Commission

- Coordinates with LAFCO Counsel on legal issues and other matters that may require an oral or written interpretation or opinion from legal counsel

### **ADMINISTRATIVE DUTIES**

- Develops, oversees and reviews of the budget and its accompanying work plan
- Administers the adopted LAFCO budget by maintaining budget controls, records, files, and making timely payments of claims, deposits of revenues, and preparation of a bi-weekly payroll
- Provides leadership, strategic direction, and management to LAFCO
- Selects, trains, evaluates, supervises and manages clerical staff, employees and consultants
- Assigns work activities, projects and programs
- Monitors work flow and the day-to-day business of LAFCO
- Prepares and manages of contracts, subject to the review of the Commission

### **FISCAL AND BUDGET DUTIES**

- Oversight of all financial accounts and transactions
- Prepares and implements the LAFCO budget, including the forecasting of revenue and expenses, and identifies and recommends alternatives for the implementation of the budget, subject to the review of the Commission

### **ADVISORY AND RESEARCH DUTIES**

- Serves as principal staff advisor to the Commission
- Attends all Commission meetings
- Interprets and applies relevant government codes
- Prepares background data, studies, reports and recommendations for LAFCO decisions
- Monitors and evaluates agencies, their service capabilities and proposals for changes of organization
- Executes all required legal documents related to the determinations of the Commission.

**OUTREACH AND LIAISON DUTIES:**

- Represents the Commission before public and private policy-making agencies and community groups
- Coordinates LAFCO processes with the discretionary actions of other agencies
- Participates in related organizations, such as the California Association of LAFCOs and professional associations.

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