



South Coast Air Quality Management District

Contract No. ****

EMPLOYMENT AGREEMENT BETWEEN SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND BOARD MEMBER CONSULTANT/ASSISTANT

This AGREEMENT is made by and between the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, a governmental agency with the primary purpose to reduce air pollution in Southern California for Los Angeles, San Bernardino, Riverside, and Orange counties, with its principal office at 21865 Copley Drive, Diamond Bar, California 91765-4178, herein referred to as "AQMD" or "Employer," interchangeably, and ***, herein referred to as "Board Member [Consultant/Assistant]."

WHEREAS, the AQMD is a governmental agency organized and formed pursuant to the laws of the State of California; and

WHEREAS, the AQMD desires to secure the services of Board Member [Consultant/Assistant] to serve at the pleasure of the Appointing Authority (AQMD Board Member) for the term of this Agreement; and

WHEREAS, the Appointing Authority is defined as AQMD Board Member (name of Board Member) and is hereinafter referred to as "Appointing Authority Board Member;" and

WHEREAS, this appointment has been reviewed and approved by the AQMD Administrative Committee, which has oversight authority for Board Assistant/Consultant appointments.

WHEREAS, the Board Member [Consultant/Assistant] understands and consents that he/she is serving at the pleasure of the Appointing Authority Board Member of the AQMD and that the sole rights to employment of the Board Member [Consultant/Assistant] exist under this Agreement and resolution adopting this Agreement; and

WHEREAS, the AQMD intends that this Agreement sets forth all obligations, rights, and privileges it may owe to Board Member [Consultant/Assistant] and which Board Member [Consultant/Assistant] may owe to the AQMD as a result of the employment relationship;

NOW, THEREFORE, in consideration of the mutual promises herein contained, AQMD and Board Member [Consultant/Assistant] agree as follows:

I. TERM OF AGREEMENT

- A. AQMD employs Board Member [Consultant/Assistant] for the period commencing ***, and terminating ***, or the date on which the Board Member ceases to be a member of the AQMD Governing Board, unless terminated earlier in accordance with the Termination clause herein.
- B. Board Member [Consultant/Assistant] rate of pay shall be *** Dollars (\$***) per hour and shall not exceed *** Dollars (\$***). Said pay rate shall be less federal and state taxes

which are applicable to other employees of the AQMD and shall be payable every two weeks, commencing the first applicable pay period following the commencement of this Agreement.

II. PERFORMANCE REQUIREMENTS

- A. (See Attachment 1, Statement of Work, and attached Board Member Proposal, approved by the AQMD's Administrative Committee.)
- B. Board Member [Consultant/Assistant] shall not, during the term of this Agreement, engage in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in the Statement of Work - Attachment 1.

III. HOURS OF WORK AND OVERTIME COMPENSATION

- A. Hours of Work; Overtime Compensation; Permission to Work Overtime. The Board Member for whom the Board Member [Consultant/Assistant] works will establish the hours to be worked by the Board Member [Consultant/Assistant] and may from time to time change the work schedules and hours of work of such employees. The Board Member may at any time suspend or reduce the services of the Board Member [Consultant/Assistant] and may reduce the amount of funds allocated for the Board Member [Consultant/Assistant] at the Board Member's sole discretion. Should a Board Member Consultant/Assistant work in excess of ten (10) hours in a work day or forty (40) hours in a work week, he or she shall be paid overtime pay at the rate of 1.5 times the hourly rate specified in his or her agreement. Board Member Consultant/Assistant must first obtain written permission from the Board Member to work overtime in order to be compensated for overtime. Board Member [Consultants/Assistants] who work overtime without such written permission will not be entitled to overtime pay.
- B. Record of Hours Worked. Each Board Member [Consultant/Assistant] shall record his or her daily and weekly days of work and hours of work on a form furnished for this purpose by the AQMD. Board Member [Consultant/Assistant] shall be responsible each week for accurately completing the form, obtaining the Board Member's signature and returning the form to the AQMD payroll department.

IV. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS ~~BOARD MEMBER CONSULTANTS ONLY~~

- A. In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Agreement requires Board Member Consultant/Assistant to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work under this Agreement. These forms may be obtained from the AQMD'S Contract Unit.

- B. In addition, the Act requires a contractor to disqualify himself or herself from participating in, making or influencing a decision which would have a foreseeable material effect on his or her financial interests.

V. APPLICABILITY OF PROVISIONS OF THE SALARY RESOLUTION, PERSONNEL RULES, ADMINISTRATIVE CODE AND ADMINISTRATIVE POLICIES AND PROCEDURES

- A. Board Member Consultant/Assistant shall be subject to the following provisions only of the AQMD's Administrative Code:

1. Section 40 - Code of Ethics
2. Section 60 - Sexual Harassment
3. Section 110 - Mileage Reimbursement
4. Section 120 - Travel Expenses

and to the following provisions only of the AQMD's Administrative Policies and Procedures:

1. No. 2 - Use of AQMD Vehicles
2. No. 4 - Termination Clearance
3. No. 7 - Travel
4. No. 10 - Use of AQMD Telephone Services
5. No. 14 - Acceptance of Gifts, Gratuities or Entertainment
6. No. 16 - Smoking
7. No. 22 - Sexual Harassment
8. No. 24 - Microcomputer Acquisition and Use
9. No. 25 - Drug-Free Workplace Act Policy
10. No. 29 - Security Measures
11. No. 34 - Workplace Security & Violence Prevention Policy

- B. Board Member [Consultant/Assistant] shall not be subject to any other provisions of the AQMD's Salary Resolution, Personnel Rules, Administrative Code, or Administrative Policies and Procedures.

VI. TERMINATION

- A. Board Member [Consultant/Assistant] may be terminated from his/her employment with AQMD by the Appointing Authority Board Member upon the happening of any of the following:
1. The death of Board Member [Consultant/Assistant];
 2. The inability of Board Member [Consultant/Assistant] for any reason, except as excused by law, to perform his/her duties under this Employment Agreement;
 3. The failure of Board Member [Consultant/Assistant] to carry out duties of his/her positions as listed in Section II above;
 4. Any act of proven fraud or dishonesty on the part of Board Member [Consultant/Assistant];
 5. Violation of Administrative Code Section 40, Code of Ethics, Section 40.1, Solicitation of Gifts;
 6. Conviction of a criminal act involving moral turpitude or dishonesty;
 7. Use and/or possession of illegal drugs or controlled substances on AQMD property or AQMD time;

8. Being under the influence of alcohol, illegal drugs or controlled substances on AQMD property or AQMD time;
9. The decision of Board Member [Consultant/Assistant] to terminate his/her employment;
10. The decision of the Appointing Authority Board Member, acting on behalf of the AQMD,, to terminate Board Member [Consultant/Assistant] for any reason not specifically prohibited by state or federal law other than those reasons set forth in VI.A.1 through 9.
11. The Board Member's allocation of funds for the fiscal year for administrative support being totally depleted.

The above provision does not create a property interest for Board Member [Consultant/Assistant].

VII. ENTERING INTO SUBSEQUENT NEW AGREEMENTS

The decision to enter into any subsequent new agreement shall be left to the sole discretion of the Appointing Authority Board Member. The execution of this Agreement does not create an obligation of the Appointing Authority Board Member to renew it.

VIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and entire Agreement between the AQMD and Board Member [Consultant/Assistant] and supersedes all previous representations, understandings, and/or agreements, whether oral or written, between AQMD and Board Member Consultant.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provisions of this Agreement. The rights granted both parties herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.
- C. The provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby.
- D. The rights and obligations of AQMD under this Agreement shall be binding upon the successors and assigns of the AQMD.
- E. No modification, termination or attempted waiver shall be valid unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
- F. This Agreement shall be interpreted in accordance with and under the laws of the State of California.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

BOARD MEMBER [CONSULTANT/ASSISTANT]

By: _____
Executive Officer

By: _____
Name:

Date: _____

Date: _____

APPROVED AS TO FORM:
District Counsel

By: _____

//BoardMemberConsultantEmployee
17December2003
Last Updated: 15 December 2004