

AGREEMENT OF INTERIM EMPLOYMENT

BETWEEN THE

SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD

AND

TERENCE DRESSLER

This Agreement made between the Santa Barbara County Air Pollution Control District Board, hereinafter referred to as "District Board," and Terence Dressler, hereinafter referred to as "Mr. Dressler," is intended to acknowledge and memorialize the continued employment of Mr. Dressler.

Section 1. Duties

Mr. Dressler has retired as a full time employee of the District and the District Board is in the process of recruiting and appointing a new Control Officer. In the interim period, the District Board agrees to employ Mr. Dressler as the Control Officer of the Santa Barbara County Air Pollution Control District to perform the functions and duties of the Control Officer of the District (including those specified in Health & Safety Code sections 40751 through 40753), and to perform such other legally permissible and proper duties and functions as the Governing Board shall from time to time assign. Mr. Dressler agrees that to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

Section 2. Term

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District Board to terminate the services of Mr. Dressler at any time, with or without cause.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Control Officer to resign at any time from his position with the Santa Barbara County Air Pollution Control District, subject only to the provisions set forth in Section 3, Paragraph C of this Agreement.
- C. Mr. Dressler agrees to remain in the exclusive employ of the Santa Barbara County Air Pollution Control District and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. The term "exclusive employ" shall not be construed to include occasional teaching or writing, performed on the Control Officer's personal time.

Section 3. Termination

- A. The parties agree and understand that this Agreement is to retain Mr. Dressler for an interim period until the position can be filled with another appointment. Mr. Dressler may be removed from office with or without cause. The District Board may terminate this Agreement on five (5) business days written notice, subject to the right of the District Board to terminate this Agreement for malfeasance under Section 3, Paragraph B of this Agreement.
- B. The District Board reserves the right to terminate this Agreement at any time for employee malfeasance, breach or habitual neglect of duties under this Agreement, commission of a crime or offense punishable under state law by removal from office, or commission of acts of moral turpitude, including acts of dishonesty, fraud, or misrepresentation.
- C. In the event Mr. Dressler voluntarily resigns his position with the District, he shall give the District Board fourteen (14) days' notice in advance, unless the parties otherwise agree.

Section 4. Salary

The District Board agrees to pay Mr. Dressler a salary of \$ \$9,373.60 biweekly.

Mr. Dressler is considered extra help and reemployed under Government Code section 31680.3 and may not be compensated for more than 120 working days or 960 hours, whichever is greater, in any one fiscal year.

Section 5. Other Terms and Conditions of Employment

The Executive Committee of the District Board, in consultation with Mr. Dressler, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Mr. Dressler, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any applicable resolution or any law.

Section 6. Notices

Notices pursuant to this Agreement may be given by mail first class postage prepaid to the respective parties at the following addresses:

To Control Officer:

7248 Del Norte Drive
Goleta, CA 93117

To District Board:

Clerk of the Board
260 N. San Antonio Road, Ste. A
Santa Barbara, CA 93110

and

County Counsel
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, in the course of transmission in the United States Postal Service.

Section 7. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be effective on June 27, 2011.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SANTA BARBARA COUNTY AIR
POLLUTION CONTROL DISTRICT

Chairperson
June __, 2011

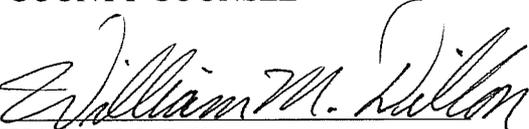
ATTEST:
CLERK OF THE BOARD

By _____
Sara Brumit

Terence Dressler
June __, 2011

APPROVED AS TO FORM

DENNIS A. MARSHALL
COUNTY COUNSEL

By 
William M. Dillon
Deputy County Counsel

AUDITOR-CONTROLLER
ROBERT W. GEIS

By: 
Deputy 