

## EMPLOYMENT AGREEMENT

This agreement, dated June 5<sup>th</sup>, 2017, is made by and between Christopher D. Brown (“Brown”) and the Feather River Air Quality Management District (“FRAQMD”) a body corporate and politic, and a public agency of the State of California.

1. **Recitals.** On April 22<sup>nd</sup>, 2013, FRAQMD’s Board of Directors appointed Brown as Air Pollution Control Officer (APCO) for FRAQMD in accordance with section 40750 of the Health and Safety Code. Brown accepted the appointment the same day, effective May 1<sup>st</sup>, 2013, subject to the negotiation and execution of an Employment Agreement consistent with the terms and conditions agreed to by the Board of Directors. This agreement sets forth the compensation, benefits, and other basic conditions of Brown’s appointment and employment as APCO.

2. **Term.** This agreement remains in effect until renegotiated.

3. **Duties.** Brown shall diligently perform all duties and functions specified for the APCO by statute (including but not limited to Chapter 7 [beginning with section 40750] in Part 3 of Division 26 of the Health and Safety Code); by FRAQMD’s Unification Agreement, as amended; or by regulations, rules, policies, or orders of FRAQMD’s Board of Directors. In performing these duties and functions, Brown shall act in accordance with the highest professional and ethical standards. Brown shall not engage in any activity during this employment that is incompatible with these duties and functions, or may become a conflict of interest or a prohibited contract.

4. **At Will Employment.** Brown acknowledges and agrees that while he serves as APCO he will be an “at will” employee, whose employment may be terminated for any reason, with or without cause or notice, and without further obligation or liability, other than as set forth in section 7, below. Brown further agrees that his status as an “at will” employee may not be modified in any way except by a written agreement approved by formal action of FRAQMD’s Board of Directors.

### 5. **Compensation.**

- a. Commencing July 1<sup>st</sup>, 2017 Brown shall be compensated at \$9,131 per month.
- b. Commencing October 1<sup>st</sup>, 2017 Brown shall be compensated at \$9,747 per month.
- c. Commencing October 1<sup>st</sup>, 2017 Brown will begin paying the Employee Share (8%) retirement contribution.
- d. Commencing July 1<sup>st</sup>, 2018 Brown shall be compensated at \$10,332 per month.

Items a, b and c are in the same manner and amount as all other District employees.

Item d is a salary market adjustment to bring compensation in line with neighboring jurisdictions.

After July 1, 2019 Brown will receive any COLA increases provided to FRAQMD management employees, unless this agreement is renegotiated.

## 6. Benefits

Brown shall receive the same benefits as FRAQMD Management employees that are in effect or negotiated prior to the effective date of this agreement - except that:

- a. He is an 'at will' employee (see section 4, above), and
- b. He shall accrue vacation at the rate of 160 hours per annum, and
- c. He shall receive 80 hours of Administrative Time on January 1 of each year.

7. **Severance Benefits.** If FRAQMD's Board of Directors terminates Brown while he is still willing and able to perform the duties and functions of the APCO then Brown shall receive the following severance benefits: a cash severance payment equal to three months' salary, computed at the rate he is paid on the day before termination is effective; and payment of an amount equal to three months of FRAQMD's share of costs for health care, dental, vision care, retirement, and life insurance benefits provided to Brown while he is employed, determined as of the day before termination is effective.

a. Unless otherwise negotiated at time of separation, severance benefits shall be paid in three equal monthly installments, with the first installment paid no later than the 10<sup>th</sup> day after termination is effective; shall be subject to all applicable taxes and withholdings; and shall release FRAQMD from any further obligation under this agreement.

b. This section shall not apply if Brown is terminated for misconduct in office, defined as follows:

- Willful breach of duty;
- Habitual neglect of duty;
- Gross insubordination;
- Conviction of a crime involving moral turpitude;
- Conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes District operations;
- Conduct that tends to bring discredit to the District;
- Conduct unbecoming of an employee in public service;
- Mishandling of District funds;
- Any intentional misrepresentation or fraud in connection with the performance of Employee's duties; or,
- Theft of District property.

Misconduct does not include mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion.

8. **Assignment.** This agreement is personal to Brown and may not be assigned. Any such assignment is void.

9. **Working Conditions.** Except as specifically modified in this Agreement, Brown shall be subject to the rules, regulations, policies and procedures applicable to employees of the District including but not limited to the District Personnel Policies and all resolutions, ordinances, policies and regulations applicable to District employees.

10. **Waiver.** A party's failure to insist on strict performance of this agreement or to execute any right or remedy upon breach of this agreement shall not constitute a waiver of that or any other performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

11. **Interpretation.** This agreement shall be interpreted and applied in accordance with California law. Because this agreement was freely and voluntarily negotiated by the parties, the rule of contract interpretation that holds ambiguities against the drafter shall not apply.

12. **Jurisdiction.** Any litigation concerning this agreement shall be brought in the Sutter County Superior Court.

13. **Integration.** This agreement sets forth the parties' entire understanding regarding the matters set forth in sections 1 through 9. It supersedes all prior agreements and representations, written and oral, and may be modified only by a written agreement signed by Brown and FRAQMD.

FEATHER RIVER AIR QUALITY  
MANAGEMENT DISTRICT

By \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CHRISTOPHER D. BROWN

APPROVED FOR LEGAL FORM  
DISTRICT COUNSEL

\_\_\_\_\_  
RICHARD STOUT