

EMPLOYMENT AGREEMENT FOR AIR POLLUTION CONTROL OFFICER FOR THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

THIS EMPLOYMENT AGREEMENT is entered between the Northern Sierra Air Quality Management District (District) and Julie Hunter, (Air Pollution Control Officer, or APCO).

1. TERM

The term of this agreement shall be as follows:

- A. Reappointment. The reappointment of Julie Hunter as APCO shall be effective beginning July 1, 2025, and shall expire at close of business on June 30, 2027.
- B. Future Reappointment. The Board may, in its discretion, reappoint Julie Hunter to another term as APCO, subject to the acceptance of such an appointment by Julie Hunter.

2. PROFESSIONAL DUTIES

The APCO shall, under the direction and authority of the District Board, perform such duties as the District shall require in carrying out the policies and directives of the District Board. The APCO shall have such powers and perform those duties as required by law and as specified by the District Board, including but not limited to the following:

- A. Plans, direct, and reviews the activities and operations of the District including enforcement of Federal, State, and local air pollution control statutes and regulations; coordinates assigned activities with other outside agencies; and provides highly responsible and complex administrative support to the Governing Board of Directors, in the capacity of an executive officer.
- B. Receives policy direction from the Northern Sierra Air Quality Management District Board of Directors. Recommends and administers the policies and procedures of the District.
- C. Develops, plans, and implements District goals and objectives. Coordinates District activities with those of other outside agencies and organizations. Provides staff assistance to the District Board; prepares and presents staff.

reports and other necessary correspondence.

- D. Develops and administers the District budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements mid-year adjustments.
- E. Selects, trains, motivates, and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; maintains discipline and high standards necessary for the efficient and professional operation of the District. Exercises direct supervision over assigned clerical, technical, and professional personnel.
- F. Represents the District to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance, as necessary.

It is understood as to technical aspects connected with air pollution control programs, the APCO may delegate the actual responsibility for technical tasks to District staff. However, such programs shall remain under the authority and oversight of the APCO.

3. TENURE AND TERMINATION

- A. The District Board may terminate this Agreement for any reason upon the affirmative vote of at least four Board Members comprising a quorum. In the event such a termination occurs, the Board agrees to pay Julie Hunter a lump sum cash payment equal to one (1) month for each full year of service up to a maximum of six (6) months' aggregate salary. The Board shall continue payment for health benefits for the same duration or until Julie Hunter finds other employment, whichever occurs first. Julie Hunter shall also be compensated for all earned vacation: however, no vacation shall accrue after termination. If termination is for a violation of law or malfeasance Julie Hunter shall not be entitled to termination pay and shall only be paid normal salary up to the date of termination.
- B. Julie Hunter may terminate the agreement at any time not less than thirty (30) calendar days advance written notice to the Chairperson of the District Board. In such event, Julie Hunter shall continue to render services to the effective date of termination and be paid regular compensation as set forth in this Agreement.

4. PERFORMANCE EVALUATION

- A. The District Board shall initiate a review and evaluate the performance of the

APCO at least once annually as close as possible to the anniversary date of this Agreement. This review and evaluation shall be in accordance with specific criteria developed jointly by the District Board and APCO. The criteria may be modified from time to time by the Board in consultation with APCO.

- B. Annually, the District Board and APCO shall define such goals and performance objectives that determine the proper operation of the District and in the attainment of the District Board's policy objectives and shall further establish a relative priority among those various goals and objectives. These goals and objectives are to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. COMPENSATION AND FRINGE BENEFITS

- A. For the services performed pursuant to this Agreement, Julie Hunter shall receive the following compensation:
 - a. Salary schedule per the District policies.
 - b. For all subsequent years of this Agreement, and in any future reappointments, the District Board may grant a salary increase in an amount as deemed appropriate by a quorum of Board members. When making this determination, the Board must consider, among other factors, changes in the average consumer price index for goods and services; performance/merit of the APCO; the wages and benefits of Air Pollution Control Officers working at comparable Air Quality Districts; and the wages and benefits of other employees in the District. However, such a salary increase shall not occur if the Board determines that it would not be in the best interest of the District due to its financial condition or the performance of the APCO.
 - c. APCO shall receive \$400/month Deferred Compensation with no matching requirement.
 - d. APCO shall receive a vehicle allowance of \$500 per month in lieu of mileage reimbursement.
- B. In addition to the above salary, Julie Hunter shall receive the following benefits:
 - a. Health, dental, vision, and disability benefits equivalent to that of other District employees.
 - b. District paid employer contributions to the Public Employee Retirement System (PERS).
 - c. Vacation leave equivalent to that available to other District employees.
 - d. Annual sick leave equivalent to that available to other District

employees.

- e. Annual administrative leave of one hundred sixty (160) hours for each fiscal year per District policy.
- f. District paid professional dues and subscriptions as necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continuous professional growth, participation, and knowledge enhancement. The monetary limit on these costs shall be set forth in the annual budget as adopted by the Board.
- g. Paid holidays as permitted other District employees.

6. WORK PRODUCT

Julie Hunter agrees that all files, notes, documents, data, correspondence, drawings, reports, and other materials prepared by or furnished to Julie Hunter in connection with the work as APCO shall be and remain the sole and exclusive property of the District.

7. COMPLIANCE WITH LAWS

Julie Hunter agrees to comply with all applicable Federal, State, and local laws, rules and regulations, and ordinances, and all provisions required thereby to be included herein are incorporated by reference.

8. SOLE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any oral representations or modifications concerning this Agreement shall have no force or effect excepting subsequent written modification signed by the parties hereto. A photocopy or facsimile of this Agreement shall be equal in authenticity as the original.

IN **WITNESS WHEREOF**, this Agreement has been executed as of the date accompanying the signature of the parties hereto.

NORTHERN SIERRA AIR QUALITY
MANAGEMENT DISTRICT

By: _____
Title: Chair Bullock

By: _____
Title: Julie Hunter, APCO

Date: _____