

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM
08/03/2026

TO: FRAQMD BOARD OF DIRECTORS

FROM: Deborah L. Micheli, Asst. County Counsel, Sutter County Counsel
FRAQMD Counsel

SUBJECT: Approve the Side Letter Agreement to the Employment Agreement between Feather River Air Quality Management District and Christopher D. Brown, APCO and authorize the Chairman and related parties to execute related document.

RECOMMENDATION:

Approve the Side Letter Agreement to the Employment Agreement between Feather River Air Quality Management District and Christopher D. Brown, APCO and authorize the Chairman and related parties to execute related document.

ALTERNATIVE:

Do not approve the Side Letter Agreement.

BACKGROUND:

Mr. Brown's employment contract includes the language "Employee will automatically receive any salary increase provided to FRAQMD employees." Counsel recommends the District and Mr. Brown enter into a written agreement memorializing the mutual understanding that the language in the Employment Agreement refers to cost of living increases and not position specific market rate adjustments. The proposed Side Letter also addresses a clerical error in Section 6 of the Employment Agreement.

FISCAL IMPACT:

The cost of living increases are included in the FY26/27 budget. The increases will be included in the Fiscal Years 27/28 and 28/29 budgets.

Attachments: Side-Letter Agreement to Employment Agreement
Christopher D. Brown Employment Agreement

SIDE-LETTER AGREEMENT TO EMPLOYMENT AGREEMENT

THIS Side-Letter Agreement is entered into by and between the Feather River Air Quality Management District ("FRAQMD") and Christopher D. Brown (hereinafter referred to as "Employee"), for the purpose of clarifying the current Employment Agreement between the parties. The Side-Letter shall remain in effect until the termination of the Employment Agreement dated October 3, 2022 (hereinafter referred to as "Agreement"). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

Section 4. Compensation and Benefits includes the language "Employee will automatically receive any salary increase provided to FRAQMD employees." FRAQMD and Employee mutually agree that "any salary increase provided to FRAQMD employees" refers to any salary increases given to all employees (or all employees within designated bargaining classifications) by the same percentage or amount, for example a cost-of-living increase. By contrast, the language "any salary increase provided to FRAQMD employees" does not apply to market adjustment for a specific position that does not affect other employees.

Section 6 Term and Termination of Agreement, subsection (c) says the Agreement may be terminated, among the other listed ways to terminate, "[b]y the District, for cause as described in section 7(d)..." FRAQMD and Employee mutually agree that the reference to 7(d) is a clerical error and should read , "[b]y the District, for cause as described in section 8(b)..."

In the event of any conflict or inconsistency between the provisions of this Side-Letter and the Agreement, it shall be resolved such that the provisions of this Side-Letter shall control in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Side-Letter as of the dates of their signatures.

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT

By _____
Karm Bains, Chairman
Board of Directors

Date: _____

EMPLOYEE

By _____
Christopher D. Brown

Date: _____

ATTEST

APPROVED AS TO FORM

By: _____
Clerk

By: _____
Office of Sutter County Counsel

EMPLOYMENT AGREEMENT

This agreement, dated October 3rd, 2022, is made by and between Christopher D. Brown (“Employee”) 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 22nd, 2013, FRAQMD’s Board of Directors appointed Employee as Air Pollution Control Officer (“APCO”) for FRAQMD in accordance with section 40750 of the Health and Safety Code. Employee accepted the appointment the same day, effective May 1st, 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 Employee’s appointment and employment as APCO.

2. **Duties.** Employee 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, Employee shall act in accordance with the highest professional and ethical standards. Employee 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.

3. **At Will Employment.** Employee acknowledges and agrees that while he serves as APCO he will be an “at will” employee, whose employment may be terminated for any or no reason, with or without cause or notice, and without further obligation or liability, other than as set forth in section 5, below. Employee 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.

4. **Compensation and Benefits.** Commencing July 1st, 2023 Employee shall be compensated at \$12063.70 per month. Thereafter Employee’s salary may be increased at the discretion of FRAQMD’s Board of Directors. After July 1st, 2023 Employee will automatically receive any salary increases provided to FRAQMD employees. Throughout the term of the contract Employee shall receive the same benefits provided to FRAQMD’s employees, except that:

- a. Employee serves ‘at will’ (see section 3, above), and
- b. Employee shall accrue vacation at the rate of 192 hours per annum (subject to any accrual caps in District policies), and
- c. Employee shall receive 80 hours of Administrative Time on January 1 of each year and.

- d. Employee shall receive Deferred Compensation of \$200 per month with no matching requirement.
- e. Employee shall receive a vehicle allowance of \$500 a month in lieu of mileage reimbursement.
- F. Employee shall be eligible to sell unused vacation time back to the District of no more than 120 hours provided at least 60 hours of paid leave remains (including floating holidays and administrative time) at the time of the transaction. This provision is effective on signing and expires on 6/30/2023.

5. Professional Dues and Subscriptions. FRAQMD shall budget and pay for professional dues and subscriptions for Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation growth and advancement, provided such are in the interests of FRAQMD.

6. Term and Termination of Agreement. This agreement shall become effective on July 1, 2023 (except for the vacation buyback provisions which are effective when signed by all parties) and shall continue until terminated in accordance with the terms of this Agreement or renegotiated. The Agreement may be terminated in any one of the following ways:

- a. By mutual written agreement of the parties.
- b. Employee will use reasonable efforts to provide six (6) months' notice of deciding to retire or leave employment with FRAQMD to allow adequate time to find a replacement.
 - i. This section does not apply to employee leaving employment due to medical reasons.
- c. By the District, for cause as described in section 7(d), upon providing Employee with written notice of immediate termination. The written notice shall: (1) specify the particular cause(s) for termination and the facts supporting the decision to terminate for cause; and (2) notice of Employee's right to request a hearing before the Board of Directors to address the basis for termination. If Employee requests a hearing, the hearing shall be held at a regularly scheduled meeting of the Board of Directors, in closed session, unless the Employee requests the hearing to occur in open session. Following the hearing, the Board of Directors shall affirm, modify or reverse its decision to terminate for cause. The decision of the Board of Directors shall be final.

8. Severance Benefits. If FRAQMD's Board of Directors terminates Employee while he is still willing and able to perform the duties and functions of the APCO then Employee shall receive the following severance benefits: a cash severance payment equal to 6 months' salary, computed at the rate he is paid on the day before termination is effective; and payment of an amount equal to 6 months' of FRAQMD's share of costs for health care, dental, vision care, retirement, and life insurance benefits provided to Employee while he is employed, determined as of the day before termination is effective.

a. Severance benefits shall be paid in 6 equal monthly installments, with the first installment paid no later than the 10th 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 Employee is terminated for misconduct in office, defined as follows: conduct evincing such willful or wanton disregard of FRAQMD's interests as is found--

(1) in deliberate violations or disregard of standards of behavior that FRAQMD has the right to expect of Employee; or

(2) in carelessness or negligence of such degree or recurrence as to manifest culpability, wrongful intent, or evil design equal to that described in paragraph (1), or to show an intentional and substantial disregard of FRAQMD's interests or of Employee's duties and obligations to FRAQMD.

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.

9. Assignment. This agreement is personal to Employee and may not be assigned. Any such assignment is void.

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 Employee and FRAQMD.



CHRISTOPHER D. BROWN

FEATHER RIVER AIR QUALITY
MANAGEMENT FRAQMD

By 

CHAIRMAN

APPROVED FOR LEGAL FORM
FRAQMD COUNSEL


