



Agenda Date: September 7, 2017
Agenda Placement: D-1
Estimated Time: 15 minutes
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board
FROM: William M. Dillon, Senior Deputy County Counsel (568-2950)
cc: Aeron Arlin Genet, Air Pollution Control Officer
SUBJECT: Contract for Executive Officer Services

RECOMMENDATION:

Consider the following actions:

- a. Approve contract with Aeron Arlin Genet for Executive Officer services effective September 7, 2017 and ending at the close of business on January 21, 2021 at a base salary within APCD Salary Range No. 8130: \$13,996 to 17,012 monthly and
- b. Reappoint Ms. Arlin Genet as Control Officer through and including January 21, 2021.

DISCUSSION:

The existing contract with Control Officer Aeron Arlin Genet expires at the close of business on January 18, 2018. The Board is asked to increase the compensation paid under the contract and extend the term for services through to and including January 21, 2021.

If approved by the Board, the agreement will be effective close of business on September 7, 2017.

ATTACHMENT:

Agreement of Employment between the Santa Barbara County Air Pollution Control District Board and Aeron Arlin Genet, Air Pollution Control Officer.

SPECIAL INSTRUCTIONS:

If the contract is approved, Chair signature on employment contract is required.

AGREEMENT OF EMPLOYMENT
BETWEEN THE
SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD
AND
AERON ARLIN GENET, AIR POLLUTION CONTROL OFFICER

This Agreement made between the Santa Barbara County Air Pollution Control District Board, hereinafter referred to as "District Board," and Aeron Arlin Genet, hereinafter referred to as "Control Officer" or "Arlin Genet."

Section 1. Duties

The District Board agrees to employ Aeron Arlin Genet, 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 §§ 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. The Control Officer agrees that to the best of her ability and experience, she will at all times loyally and conscientiously perform all of the duties and obligations required of her either expressly or implicitly by the terms of this Agreement.

Section 2. Term

A. The term of this Agreement shall be as follows:

1. Reappointment. The reappointment shall be effective on September 7, 2017, and shall expire at the close of business on January 21, 2021.
2. Future Reappointment. The Board may, in its discretion, reappoint Arlin Genet to another term as control officer, subject to the acceptance of such appointment by Arlin Genet.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District Board to terminate the services of the Control Officer at any time, with or without cause, subject only to the provisions set forth in Section 3, Paragraphs C and D, of this Agreement. Termination shall require a majority vote of the full District Board.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Control Officer to resign at any time from her position with the Santa Barbara County Air Pollution Control District, subject only to the provisions set forth in Section 3, Paragraph E of this Agreement.

D. The Control Officer 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 and Severance Pay

- A. The Control Officer may be removed from office with or without cause. Either party may terminate this Agreement on sixty (60) 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. If the Board terminates for convenience, at the Board's discretion, such termination may include immediate removal from office upon Arlin Genet's receipt of notice; however, payment of severance pursuant to Paragraph C below shall be made by the District.
- 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 the appointment as Control Officer is terminated by the District Board, then in that event the District agrees to pay the Control Officer a cash payment equal to three months aggregate salary plus shall continue to provide health, dental and vision benefits provided in Section 7 for 90 days or until Arlin Genet finds other employment, whichever occurs first; provided, however, that in the event the Control Officer is terminated for any reason stated in Section 3(B), then, in that event, the District shall have no obligation to pay the aggregate severance sum or benefits designated in this paragraph. Said cash payments may be paid, at the option of the Control Officer, in (a) lump sum upon date of the termination; (b) lump sum on January 1 of the year following termination; or (c) three equal monthly payments.
- D. In the event the District Board at any time during the term of this Agreement reduces the salary or other financial benefits of the Control Officer in a greater percentage than an applicable across-the-board reduction for all employees of the District, or in the event the District Board refuses, following written notice, to comply with any other provision benefiting the Control Officer herein, or the Control Officer resigns following a suggestion, whether formal or informal, by the District Board that she resigns, then, in that event, the Control Officer may, at her option, be deemed to be "terminated" at the date such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
- E. In the event the Control Officer voluntarily resigns her position with the District, she shall give the District Board sixty (60) days notice in advance, unless the parties otherwise agree. In this event, the Control Officer shall be compensated for any accrued vacation, holidays, compensatory time and other accrued benefits.

Section 4. Disability

If the Control Officer is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, beyond any accrued leave period, the District Board shall have the option to terminate this Agreement, subject to the limitations of any applicable protected leave and any other applicable ordinances and laws and subject to the severance pay requirements of Section 3, Paragraph A. The Control Officer shall be compensated for any accrued vacation, holidays, compensatory time and other accrued benefits.

Section 5. Salary

The District Board agrees to pay the Control Officer a salary at the District salary range, _____ or approximately \$ _____ monthly or \$ _____ annually.

The District Board agrees to increase said base salary and/or other benefits by resolution, in such amounts and to such extent as the District Board may determine that it is desirable to do so on the basis of an annual salary review of the Control Officer made at the same time as similar consideration is given other employees generally.

Section 6. Performance Evaluation

- A. The District Board shall annually evaluate the performance of the Control Officer. Said evaluation shall be in accordance with specific criteria developed jointly by the Board and the Control Officer. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Control Officer. An Executive Committee may be appointed to draft the performance criteria and evaluation. Prior to the evaluation, the Control Officer may submit a report of accomplishments for consideration in developing the annual evaluation. The Executive Committee shall provide the Control Officer with a summary written statement of the draft evaluation findings and provide an adequate opportunity for the Control Officer to discuss her evaluation with the Board. The Board shall approve the evaluation findings and specific performance criteria.
- B. Annually, the District Board and the Control Officer shall define such goals and performance objectives which they determine necessary for 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. Said goals and objectives shall 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.

Section 7. Benefits

The Control Officer shall receive those benefits set forth in the "Management Personnel Benefits Policy for Management and Confidential-Unrepresented Employees," Resolution 13-13 as amended by the District Board. All provisions of the resolutions of the District as they now exist

or hereafter may be amended, also shall apply to the Control Officer as they would to other employees of the District in addition to benefits enumerated specifically for the benefit of the Control Officer. Notwithstanding the foregoing to the extent that such provisions are inconsistent with this Agreement, the provisions of this Agreement shall prevail.

Section 8.

- A. Extra Cash Allowance. In addition to the regular employer contributions to the cafeteria dollars authorized in the Management Personnel Benefits Policy Resolution, the District shall pay to the Control Officer an extra fifty dollars (\$50.00) per pay period.
- B. Retirement Contribution. The District shall maintain benefit provisions of the Santa Barbara County Employees' Retirement System, a 1937 Act system. In addition to the regular employer contributions to said retirement system, the District shall contribute towards the Control Officer's employee contribution one hundred and fifty dollars (\$150.00) per pay period. This later contribution includes the fifty dollars (\$50.00) per pay period authorized in the Management Personnel Benefits Policy Resolution. Such contribution shall be subject to the provisions of Government Code section 31630.
- C. Deferred Compensation Contribution. The District shall contribute \$635.66 bi-weekly to the Control Officer's deferred compensation account.
- D. Vacation, Holidays & Leave. The Control Officer shall accrue 0.0889 hours of vacation for each hour in a paid status or 185 hours annually, which may be used according to the accrual and use requirements of the District. This accrual rate shall be increased to 0.1010 or 210 hours annually, after four years of service. The Control Officer shall be entitled to other time off, such as holidays, sick leave and administrative time, as provided in the District Management Personnel Benefits Policy Resolution.
- E. Cost of Living Adjustments ("COLA"). Anytime the Board authorizes a COLA or onetime payment for District staff, the Board shall within 60 days of such authorization meet and determine whether the COLA or payment shall also be applied to the Control Officer. The Board may retroactively apply the COLA to the date the COLA is applied to District staff.

Section 9. Automobile and Phone

- A. Automobile. The Control Officer shall receive a taxable automobile compensation allowance at a range determined by the Board between three hundred dollars (\$300.00) to five hundred eighty-three and 33/100 dollars (\$583.33) per month plus a non-taxable fifty-three and one-half cents (\$0.535) per mile business reimbursement for travel, or as increased or updated annually by the Santa Barbara County Auditor Controller pursuant to guidelines of the Internal Revenue Service. The Control Officer shall obtain and maintain general liability automobile insurance and provide proof of insurance to the District Fiscal Officer within sixty (60) days of execution of this agreement.

B. Phone. The Control Officer shall receive a non-taxable phone reimbursement of eighty-five dollars (\$85.00) per month for business use of her personal cell phone.

Section 10. Bonding

The District shall bear the full cost of any fidelity or other bonds required of the Control Officer pursuant to duties to the District under any law or ordinance.

Section 11. Other Terms and Conditions of Employment

The Executive Committee of the District Board, in consultation with the Control Officer, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Control Officer, 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 12. No Reduction of Benefits

The District Board shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Control Officer, except to the degree of such a reduction across-the-board for all employees of the District and except pursuant to the terms and conditions of Section 7.

Section 13. 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:	Aeron Arlin Genet 260 North San Antonio Rd., Suite A Santa Barbara, CA. 93110
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To District Board:	Clerk of the Board APCD 260 N. San Antonio Road, Ste. A Santa Barbara, CA 93110
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and

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

Arlin Genet shall also notify the District of and keep current her personal mailing address and such address may be used by the District for any notices required by this Agreement. Arlin Genet may update either address by providing an updated address in writing to the District thirty (30) days before it becomes effective.

Section 14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on September 7, 2017.

SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

Jim Mosby, Chairperson,
September __, 2017

ATTEST:
CLERK OF THE BOARD

By _____
Sara Hunt

Aeron Arlin Genet
September __, 2017

APPROVED AS TO FORM:

COUNTY COUNSEL
By William M. Dillon
William M. Dillon
Senior Deputy County Counsel

AUDITOR-CONTROLLER:
By: _____
Theodore A. Fallati, CPA, CPFO
Auditor-Controller