

**YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
AGREEMENT NO. 21-02**

First Amendment to Agreement No. 20-01

THIS FIRST AMENDMENT ("First Amendment") is made effective January 13, 2021 between the Yolo-Solano Air Quality Management District ("DISTRICT"), Mathew Ehrhardt, jointly referred to as "the Parties" herein.

WHEREAS, the Parties entered into Agreement No. 20-21 ("Agreement") on January 9, 2020 regarding the employment agreement for the Air Pollution Control Officer and Executive Director; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and adjust various terms contained within the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Section I. of the Agreement is hereby amended to read as follows:

I. TERM OF AGREEMENT

Except as otherwise provided herein, the term of the Agreement shall be from January 1, 2020 through December 31, 2024.

2. Paragraph II.A. of the Agreement is hereby amended to read as follows:

A. The District Board hereby appoints and employs Mathew Ehrhardt as the APCO for the District from January 1, 2020 through December 31, 2024 unless the Agreement is terminated sooner in accordance with the terms set forth in Article IV of this Agreement.

3. Paragraph VII.A.1. of the Agreement is hereby amended to read as follows:

1. a. For the time period beginning January 1, 2020 through December 31, 2020, inclusive, a minimum monthly salary of \$15,571.83.

b. For the time period beginning January 1, 2021 through December 31, 2024, inclusive, a minimum monthly salary of \$16,568.23.

4. Paragraph VII.B.5. of the Agreement is hereby amended to read as follow:

5. a. Mr. Ehrhardt shall have the option annually to cash-in up to 75 hours of vacation leave.

b. During Fiscal Year 2020/2021, Mr. Ehrhardt shall have the option to cash-in up to an additional 125 hours of vacation leave.

c. Concurrently with these actions, Mr. Ehrhardt's accumulated total vacation leave shall be reduced by the corresponding amount.

5. Paragraph VII.B.12. is hereby added to the Agreement to read as follow:

12. District agrees to match up to a maximum amount of three hundred dollars (\$300.00) per month, which equals one hundred and fifty dollars (\$150.00) per twenty-four (24) bi-weekly pay periods, so long as Mr. Ehrhardt is contributing to the deferred compensation programs as offered by the District.

6. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

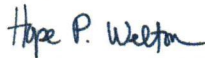
By **Jim Provenza**

Jim Provenza, Chair
Board of Directors

By 

Mat Ehrhardt, P.E.
Executive Director/APCO

Approved as to Form:

By 

Hope P. Welton, District Counsel