

YRCAA Air Pollution Control Officer

FOTC Concern 1: Since Dr. Hasan Tahat left the YRCAA in mid-January of 2025 the APCO duties have fallen entirely on the shoulders of the designated APCO, Marc Thornsberry, who is not an engineer and has no education or experience in air quality management other than 2 ½ years working as Executive Director for the YRCAA.

Is Mr. Thornsberry qualified to perform the duties of APCO without advice and assistance from someone who has the qualifications?

RCW [70A.15.2300](#)

Air pollution control authority control officer.

Any activated authority which has adopted an ordinance, resolution, or valid rules and regulations as provided herein for the control and prevention of air pollution shall appoint a full time control officer, whose sole responsibility shall be to observe and enforce the provisions of this chapter and all orders, ordinances, resolutions, or rules and regulations of such activated authority pertaining to the control and prevention of air pollution.

From a Whistleblower Letter to YRCAA Executive Director Marc Thornsberry and the Yakima County Prosecutor, dated May 10, 2024

These concerns originated from a meeting I had with the Executive Director for YRCAA; Marc Thornsberry. We had a conversation regarding the operation of this landfill, and why the facility was allowed to operate for so long without the Agency's air permit; 'Order of Approval', (to ensure the safety of those near the facility) from the YRCAA. Marc informed me that he did not know how the previous APCOs of YRCAA felt about permitting this site, but acknowledged he was aware that a previous board member did not want this site to go through YRCAA permitting. He also let me know that he was hired to provide 'adequate' administration to the YRCAA and that the APCO's duties would be left to the Engineering Supervisor; Hasan Tahat. This raises concern that the APCO duties at this Agency are not being fulfilled.

FOTC Concern 2: Due to high rates of staff turnover, is the YRCAA Executive Director performing lower level jobs and neglecting the higher level duties that are part of his duties?

Director Thornsbury fired the previous public records officer and took on those duties himself. He told the YRCAA Board in 2023 that he would take on the work of maintaining the YRCAA web site. With front office staff coming and going throughout 2024, Mr. Thornsbury said there were times when he was the only person in the office.

According to YRCAA Administrative Code Part B, duties for the YRCAA Executive Director are:

11.3.1 Supervisor Positions

a. Executive Director

The Director is responsible for overseeing the administration of the Agency and assuring compliance with the Federal Clean Air Act, the Washington Clean Air Act, and all regulations promulgated thereunder. The Director maintains the Agency in good operational status with municipalities, the regulated community, the Governing Board of Directors, the Department of Ecology, the US EPA, and

the Washington State Auditor. The Director provides guidance and leadership to staff for the lawful and effective management of the various activities performed and programs implemented by YRCAA.

The Director prepares and monitors the agency budget, oversees Board meeting preparation and presentations by Staff, and sets (and monitors attainment of) goals for each year. The Director acts as CEO for the agency enterprise, Northwest Opacity Certification, and any other Enterprise programs YRCAA may have. The Director represents the agency in any interaction with Federal, State or Local government and with the Washington Air Quality Managers Group, the National Association of Clean Air Agencies. The Director reports directly to the Governing Board of Directors.

Consequently, the YRCAA ED is responsible for:

- Setting Goals for FY 2025-26 which have not been posted.
- Cooperating with Ecology's work on Overburdened and Underserved Communities which has not been done.
- Ensuring compliance with deficiencies identified in the 2025 audit of the YRCAA by the WA State Auditor's Office.
- Ensuring compliance with deficiencies identified in the 2024 Title V review of the YRCAA by the U.S. Environmental Protection Agency.

Employment Agreement ***Executive Director***

This Agreement is entered into on September 8, 2022, by and between **Marc D. Thornsby** (hereinafter "Employee") and **Yakima Regional Clean Air Agency** (hereinafter "Agency"), a municipal corporation established under Chapter 70A.15 Revised Code of Washington (RCW).

1. Recitals

- a) An Executive Director is employed by the Board of Directors for the Agency (hereinafter "Board") pursuant to RCW 70A.15.1560, serves as the "air pollution control officer" of the Agency pursuant to RCW 70A.15.2300, is responsible for the efficient and effective operation of the Agency, and reports directly to the Board.
- b) The position of Executive Director is a political appointment subject to the will of the Board and its desire the person holding the position is well-aligned with it. The Board is comprised of members appointed by other governing bodies and may be subject to election by the citizens represented by those bodies. As a result, there may be substantive and unexpected change in the membership of the Board due to factors outside the Agency's control, placing the Executive Director at risk of termination without cause or warning.
- c) The Board, recognizing the competition for effective leadership, the current and future needs of the Agency, and the value of management continuity, wishes to provide a level of employment security for the Executive Director so that the position is considered desirable and a long-term commitment.
- d) At its regular meeting held August 11, 2022, the Board voted to enter into negotiations for the appointment of Employee as the Agency's Executive Director.
- e) At the time of the action of the Board described above, Employee was domiciled in Gresham, Oregon.

2. Effective Date

This Agreement is effective as of September 12, 2022, and shall continue throughout Employee's term of employment with the Agency until such employment is terminated by either party in accordance with the terms set forth herein.

3. Position Type

The position of Executive Director is exempt from the Fair Labor Standards Act and an "at-will" position. Subject to the terms of this Agreement as set forth herein, Employee may resign his position, and Board may terminate Employee, at any time and for any reason.

4. Obligation

Employee is required perform the duties of the Executive Director with reasonable care, diligence, skill, and expertise and in accordance with all Agency rules, regulations, and policies; the directives of the Board; and all federal, state, and local laws, rules, and regulations.

5. Salary and Benefits

While employed by Agency, Employee shall receive the following:

- a) Salary. On the effective date of this Agreement, the gross annual salary for the position of Executive Director shall be one hundred five thousand two hundred fifty-two dollars (\$105,252.00). Said salary, less all amounts deducted as required by law or regulation (e.g. income tax withholding, Social Security, Medicare, Public Employees' Retirement System contributions, and Workers' Compensation) or as reasonably requested by Employee (e.g. deferred compensation plan contributions) shall be paid to Employee in equal amounts on the same schedule and day as other Agency employees.
- b) Salary Adjustments. Board may adjust the gross annual salary for the position of Executive Director at any time and the new amount shall be the gross annual salary for the Executive Director upon the effective date of any such adjustment.
- c) Retirement. Agency and Employee shall participate in the Washington State Public Employees Retirement System (PERS) or similar replacement program as may be subsequently established by the Washington Department of Retirement Systems (DRS). Each party shall pay that percentage of the total contribution amount as set forth annually by DRS.
- d) Health Insurance. Agency shall provide health insurance coverage for Employee (only) at Agency cost. On the effective date of this Agreement, said coverage includes medical, dental, and vision through the Public Employees Benefits Board (PEBB).
- e) Vacation Time. Employee shall accrue and receive paid vacation time in accordance with, and at the rate established by, Agency policy. Notwithstanding Agency policy, Employee may accrue up to a maximum seven hundred forty (740) hours of vacation time.
- f) Compensatory Time. Employee shall receive and accrue compensatory time on an hour-for-hour basis for work in excess of forty (40) hours in any week and for work on days when other non-exempt Agency employees do not work or must be paid overtime if required to work (e.g. holidays). Employee shall keep and maintain detailed written records of time worked for administrative purposes. In accordance with Agency policy, Employee may accrue up to a maximum forty (40) hours of compensatory time.
- g) Limitation on Time Off. Employee may not use in excess of eighty (80) hours of vacation and/or compensatory time in any sixty (60) day period without advance approval of the Board.
- h) Other Benefits. Employee shall be entitled to all other employment benefits available to other Agency employees in accordance with Agency policy as of the effective date of this Agreement or as subsequently amended. On the effective date of this Agreement, these include (but are not limited to):
 - i. Sick leave;
 - ii. Paid holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and one "Personal Day" with pay during each six-month period of each year); and
 - iii. Deferred compensation (aka Internal Revenue Code Section 457) plan (employee paid).

6. Relocation

Employee shall make reasonable and good-faith efforts to secure housing in, and effect relocation to, the greater Yakima area within a period of not more than six (6) months after the effective date of this Agreement. Upon relocation, Agency shall reimburse Employee in accordance with the following provisions:

- a) Eligible Costs. Agency reimbursement for costs incurred by the Employee as a result of relocating to Yakima County shall be limited to packing materials and services, loading, transportation, replacement insurance, storage-in-transit for a period of up to thirty (30) days, and unloading. Charges related to high-value goods (e.g. jewelry, original artwork, sculpture), pets (e.g. dog, cat, rabbit), vehicles (regardless of working condition), dangerous goods (e.g. fuel, pesticides, other flammable material), unpacking, and appliance hookup are ineligible for reimbursement and are the sole responsibility of Employee.
- b) Documentation. Employee shall deliver to Agency legible paper receipts or other documents produced by third-party companies describing the products provided and/or services performed and the amount charged to, and paid by, Employee for same. Failure to provide such documents shall be deemed cause for Agency to withhold reimbursement for the related expenses.
- c) Reimbursement. Agency shall pay Employee one hundred percent (100%) of the eligible relocation costs as set forth above incurred by Employee up to a maximum four thousand dollars (\$4,000). Relocation costs in excess of four thousand dollars (\$4,000) are the sole responsibility of Employee and not eligible for reimbursement.
- d) Tax Effect. The Parties to this Agreement acknowledge any relocation reimbursement paid to Employee shall be treated and reported as taxable income to Employee.

7. Start Date & Schedule

Employee shall assume the position of Executive Director and begin work for the Agency on the effective date of this Agreement.

- a) Flexible Schedule. During the relocation period set forth herein, and to facilitate said relocation, the parties to this Agreement acknowledge Employee shall work forty (40) hours per week on a reasonable, but flexible, schedule typically comprised of four (4) days per week and ten (10) hours per day in the Agency office until such time as said relocation can be effected. Remote work of limited duration may be utilized in the event unusual conditions, unexpected circumstances, and/or unavoidable scheduling conflicts directly related to said relocation occur.
- b) Special Circumstance. Employee may work remotely during the week of September 19, 2022, due to previously scheduled obligations.

8. Performance Evaluation

Board shall review the performance of the Employee no less than once in each fiscal year as defined in RCW 70A.15.1590.

9. Termination

This Agreement shall terminate, and the payment of severance benefits as set forth in the "Severance Benefits" section below shall occur, upon any of the following events:

- a) Termination For Cause. The Board may terminate the Employee's employment for Cause at any time. Such termination shall become effective seven (7) calendar days after the Board gives the Employee a written notice of termination specifying the reason or reasons for termination. The Board may, at the time of giving such notice, suspend the Employee or direct him/her to immediately cease all or part of his duties. Cause shall be defined as:
 - i. The willful or intentional failure of Employee to substantially perform the duties and obligations of the Executive Director and said failure continues after written notice of same is given to Employee by Board, except where such failure is the result of illness or physical or mental incapacity;
 - ii. Conviction of any gross misdemeanor or felony as defined in RCW 9A.20.010;
 - iii. The occurrence of two or more separate incidents resulting in conviction of any simple misdemeanor as defined in RCW 9A.20.010 within any five (5) year period of time; or
 - iv. A finding by any court or any quasi-judicial proceeding of a government agency of a willful and intentional violation of any court order, agency order, or directive relating to the Executive Director's duties or responsibilities except when such violation is the result of any directive by the Board or there exists a reasonable basis upon which the Executive believed he/she was directed or authorized to perform such act or acts constituting the violation.
- b) Termination Without Cause. Board may terminate Employee's employment without Cause at any time. Such termination shall become effective seven (7) calendar days after the Board gives Employee a written notice of termination stating that such termination is without Cause. Board may, at the time of giving such notice, suspend or direct Employee to immediately cease performing all or any part of the Executive Director's duties.
- c) Resignation. Employee may terminate his employment with Agency upon giving Board thirty (30) days written notice of resignation.
- d) Death. This Agreement shall terminate upon the death of the Executive.

10. Severance Benefits

Upon termination of employment, Employee shall receive the salary and benefits described below:

- a) Termination For Cause. If Employee is Terminated For Cause as set forth herein, the Agency shall pay to Employee, on the date of Termination, all accrued and unpaid salary. Employee shall not be entitled to any other compensation.

- b) Termination Without Cause. If Employee is Terminated Without Cause as set forth herein, the parties to this Agreement shall be subject to the following:
- i. The Agency shall pay to Employee, on the date of Termination, all accrued and unpaid salary;
 - ii. The Agency shall pay to Employee the monetary value of all accrued and unused vacation time up to a maximum seven hundred forty (740) hours plus the monetary value of all accrued and unused compensatory time up to a maximum forty (40) hours. Payment of the total amount shall occur monthly in increments of one hundred forty (140) hours until the total amount has been paid to Employee;
 - iii. Employee shall respond to contact by Agency staff via telephone, electronic mail, or other mutually agreed method and answer questions, render transitional support, furnish advice, and provide information regarding projects, plans, and negotiations in process at the time of termination.
- c) Resignation. If Employee shall submit to Board a letter of resignation, upon the effective date set forth in said resignation the Agency shall pay to Employee any accrued and unpaid salary and the monetary value of any accrued and unused vacation time up to a maximum two hundred forty (240) hours. If Employee submits a letter of resignation at least thirty (30) calendar days in advance of its effective date, Employee shall receive any other severance benefits to which other Agency employees are entitled.
- d) Death. If Employee shall die while employed by the Agency, not more than sixty (60) calendar days after the date of Employee's death, the Agency shall pay to his/her legal representative, estate, or heirs any accrued and unpaid salary, the monetary value of any accrued and unused vacation time up to a maximum two hundred forty (240) hours, and any other severance benefits to which other Agency employees are entitled.

11. Modification

This Agreement may not be altered or amended except where such alteration or amendment is reduced to writing and signed by both parties.

12. Agency Policy

Any employment-related matter not specifically addressed in this Agreement, but addressed in Agency policy, shall be controlled by said policy.

13. Dispute Resolution

If any dispute shall arise regarding this Agreement or the interpretation thereof, including the reasons for and conditions of termination, said dispute shall be resolved by arbitration conducted by one arbitrator in accordance with Title 7.04A RCW. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected by the Yakima County Superior Court pursuant to RCW 7.04(A).110.

14. Agreement Personal To Employee

This Agreement is personal to the Employee who may not assign or transfer any part of his/her rights, duties, or compensation to any person. Notwithstanding the above, in the event of the disability or death of Employee, his/her legal representative, heirs, or beneficiaries may act on behalf of Employee.


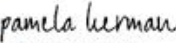
15. Survival

The provisions and obligations of this Agreement concerning Severance Benefits as set forth above shall survive the termination of this Agreement.

16. Miscellaneous

This is the entire agreement between the parties. In the event any provision of this Agreement shall be deemed void, the remaining provisions shall be given full effect. This Agreement shall be interpreted under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date written below and effective as of the date set forth herein, the signatory for the Agency having been duly authorized by a majority vote of the Board as recorded in the minutes of its regular open public meeting held on September 8, 2022.

<div>DocuSigned by:  079F5645A9F64FE _____ Marc Thornsby</div>	<div>9/9/2022 _____ Date</div>
<div>DocuSigned by:  9033DB8C60314CC _____ Jon DeVaney, Board Chair Yakima Regional Clean Air Agency</div>	<div>_____ Date</div>
<div>DocuSigned by:  2511302FE7D46CE _____ Attest: Pamela Herman, Clerk of the Board Yakima Regional Clean Air Agency</div>	<div>9/8/2022 _____ Date</div>