

**SPECIAL MEETING /
CLOSED SESSION**

DECEMBER 16, 2019

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

This employment agreement (the "Agreement") is made and entered into as of December 1, 2019 (the "Effective Date") by and between the Los Medanos Community Healthcare District, a political subdivision of the State of California (the "District") and Lamar Thorpe (the "Executive Director").

RECITALS

1. On August 12, 2019, the District Board of Directors selected Lamar Thorpe to serve as the Executive Director of the District, and the Executive Director accepts such employment. Accordingly, the parties agree as follows:

AGREEMENT

2. **Effective Date.** This Agreement shall become effective on December 17, 2019, and retroactive to December 1, 2019, after it has been executed by the Executive Director and duly approved by the Board of Directors.

3. **Term of Employment.** Pursuant to Health and Safety Code section 32121(h), the Executive Director serves at the pleasure of the Board of Directors and on an "at will" basis and has no vested right to his employment during the term of this Agreement, subject to the terms and provisions of this Agreement as set forth below. The term of this Agreement is from December 1, 2019 to December 1, 2022.

4. **Duties; Hours of Work.**

A. The Executive Director shall perform those functions and duties specified by State law, the Executive Director job description, and by formal direction of the Board of Directors. The Executive Director shall perform such duties in accordance with the highest professional and ethical standards of the Executive Director position. The Executive Director shall not engage in any activity which is, or which may become, incompatible with the District or office of Executive Director, as provided for by State law. The Executive Director shall report directly to the President of the Board of Directors as the liaison between the Board and The Executive Director.

B. The Executive Director is a salaried employee of the District. The Executive Director shall devote approximately 40 hours per week to the duties described herein and shall be present in the District's offices at least eight hours per day each Monday, Tuesday, Wednesday, Thursday, and Friday during normal business hours. The Executive Director's duties may require more than 40 hours per week, and

may also include time outside normal office hours. The Executive Director shall not be entitled to additional compensation for such time. Further, The Executive Director shall not work more than 80 hours in any two-week pay period.

C. The Board of Directors shall evaluate the Executive Director's performance at least annually. During each evaluation, the Board of Directors and the Executive Director shall develop mutually agreeable performance goals and criteria which the Board of Directors shall use to review the Executive Director's performance in the following year. It shall be the Executive Director's responsibility to initiate this review each year. The Executive Director will be afforded an opportunity to discuss each evaluation with the Board of Directors.

D. The Executive Director may work as an independent contractor for other organizations during the term of this Agreement, provided no conflict of interest results from such work. Any contract work performed for entities other than the District must be approved by the President of the Board of Directors before such work commences.

5. **Salary, Benefits and Other Compensation.**

A. **Base Salary.** The Executive Director's annual salary shall be ninety-six thousand dollars (\$96,000) per year paid in equal semi-monthly payments to be made at the same time as other employees are paid.

B. **Merit-Based Salary Increases.**

i. The Executive Director's compensation shall be reviewed at least annually as part of the annual review, or at other times as may be determined by the Board of Directors, including for compliance with the Executive Director's exempt status under Labor Code section 515.

iii. It is understood that it is the intent of the Board of Directors to increase salary, or other benefits referred to in this Agreement, during the three-year term of this Agreement, dependent on the quality of job performance by the Executive Director and the District's fiscal condition.

C. **Personal Leave (Vacation, Sick Leave and Holidays).**

i. The Executive Director shall accrue one hour of paid personal leave for every 30 hours worked, which the Executive Director may use for any purpose. Personal leave shall include mandatory leave required by the Healthy

Workplaces, Healthy Families Act of 2014, Labor Code section 245 et seq. The Executive Director may begin to use accrued personal leave on the 90th day of his employment.

ii. The Executive Director may carry over up to 48 hours of personal leave into the next year. Any accrued personal leave above 48 hours shall expire on December 31 of each year.

iii. Upon termination, the Executive Director shall not be entitled to any compensation for accrued personal leave.

D. **Health and Retirement Benefits.** The Executive Director will not be entitled to any health, welfare, or retirement benefits other than those which the District is legally obligated to provide by virtue of his employment (i.e. workers' compensation insurance, state disability insurance, and paid leave).

E. **Expenses.** During the term of this Agreement, the District will reimburse the Executive Director for his reasonable out-of-pocket expenses incurred in connection with the District's business, including travel expenses, food, and lodging while away from the District offices. All business expenses shall be reviewed and approved by the Board President or a board member designated by the President. The Executive Director shall, in addition, comply with District expense policies.

6. **Termination**

A. **Termination by District Without Cause.** The Executive Director is an at-will employee. As an at-will employee, the Executive Director may be terminated without cause with 30 days' written notice.

B. **Termination by District for Cause.** The Executive Director may be terminated for cause. If the Executive Director is terminated for cause, he must be given notice of the cause and supporting evidence. The Executive Director is entitled to meet with the Board of Directors at which time the Executive Director may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the Board of Director's decision – the decision is final. For the purposes of this Agreement, for cause shall include any of the following:

- i. use of alcohol or drugs that impedes performance of duties;
- ii. conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);

- iii. a proven claim of either sexual harassment or abuse of employees in violation of law or adopted District policy;
- iv. willful and repeated failure to carry out the lawful directives or policy decisions of the Board of Directors; or
- v. willful abandonment of the position or continued and unexcused absence from duty.

C. **Termination by Executive Director for any Reason; Ninety Day Notice Required.** The Executive Director may terminate this Agreement for any reason, with thirty days' written notice prior to the termination date. If the Executive Director dies while employed by the District, his beneficiaries or those entitled to his estate shall be paid any earned salary and accrued leave at the Executive Director's pay rate on the date of his death.

7. **Other Terms and Conditions of Employment.**

A. The Board of Directors may from time to time fix other terms and conditions of employment relating to the performance of the Executive Director, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement and other applicable law.

B. The provisions of the District's Personnel Rules and Regulations ("Rules") shall apply to the Executive Director to the extent they explicitly apply to the position of Executive Director, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon the Executive Director a property right in his employment or a right to be discharged only upon cause. The Executive Director is an at-will employee serving at the pleasure of the Board of Directors and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

C. The Executive Director shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

8. **Confidentiality.** Because of the Executive Director's employment by the District, the Executive Director will have access to trade secrets and confidential information about the District, its products, customers and methods of doing business. During and after termination of the Executive Director's employment, the Executive

Director may not directly or indirectly disclose or use any such information, unless disclosure was required as part of the Executive Director's duties, was permitted in writing by the Board of Directors, or said information is already within the public domain.

9. **Indemnification.** District shall defend, hold harmless and indemnify the Executive Director against any claim, demand, judgment, or action of any type or kind arising within the course and scope of his employment to the extent required by Government Code sections 825 and 995.

10. **Notice.** All notices and other communications under this Agreement must be in writing and must be given by personal delivery or first-class mail, certified or registered with return receipt requested. Notices and other communications will be deemed given upon receipt if personally delivered, or three days after mailing. Such notices and other communications must be addressed to:

If to District:

Los Medanos Community Healthcare District
2311 Loveridge Rd.
Pittsburg, CA 94565
Attention: President, Board of Directors

If to Executive Director:

LMCHD
Attn: Lamar Thorpe
P.O. Box 8698
Pittsburg, CA 94565

11. **Headings.** The Section headings of this Agreement are intended for reference and may not by themselves determine construction or interpretation of this Agreement.

12. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be in Contra Costa County. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees and costs with respect to the action.

13. **Survival of District's Obligations.** This Agreement will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as expressly provided in this Agreement, this Agreement may not be assigned either by the District or by the Executive Director.

14. **Waiver.** A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

15. **Entire Agreement.** This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the Board of Directors and the Executive Director and shall be in writing.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same Agreement.

17. **Enforcement.** If any portion of this Agreement is determined to be invalid or unenforceable, that portion of this Agreement will be adjusted, rather than voided, to achieve the intent of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on December 16, 2019 in Pittsburg, California.

Patt Young
President, Board of Directors
Los Medanos Community Healthcare
District

Lamar Thorpe

ATTEST:

Barbara Kee
Secretary to the Board
Los Medanos Community Healthcare
District



"Advancing Solutions to Health Disparities"

NOTICE OF CLOSED SESSION

A Closed Session of the Los Medanos Community Healthcare District Board of Directors is scheduled for:

Monday, December 16, 2019

at

6:45 p.m.

2311 Loveridge Road Pittsburg, California, 94565

CLOSED SESSION PURSUANT TO GOV. CODE SECTION 54956.9(d)(1)

- Conference with Legal Counsel pursuant to Government Code Sections 54956.9(d)(1) - Existing litigation - Los Medanos Community Healthcare District v. Contra Costa Local Agency Formation Commission, Defendant, and County of Contra Costa, Real Party in Interest, Contra Costa County Superior Court Case number: C19-00048 *Negotiator: Patt Young, President Conference call-in: Attorney Elizabeth Calciano*

CERTIFICATE OF POSTING

I certify that on December 13, 2019, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Los Medanos Community Healthcare District, said time being at least 72 hours in advance of the meeting of the Board of Directors.

Barbara Kee

Executive Assistant/Secretary to the Board