

**EMPLOYMENT AGREEMENT BY AND BETWEEN  
PALM DRIVE HEALTHCARE DISTRICT  
AND  
ALANNA BROGAN, MS, PHN, RN**

This Employment Agreement (“**Agreement**”) effective as of January 1, 2017<sup>8</sup> (the “**Effective Date**”), is by and between the Palm Drive Healthcare District, a political subdivision of the State of California (hereinafter referred to as the “**District**”), and Alanna Brogan, an individual (hereinafter referred to as “**Employee**”).

**WHEREAS**, District provides community benefit and outreach services to improve the quality of healthcare in its service area, and

**WHEREAS**, District desires to secure the services of Employee for the purpose of acting as the Executive Director of the District, and

**WHEREAS**, Employee has been serving under verbal agreements as the Executive Director of the District since January 1, 2017 without a written contract, and the parties now wish to enter into this agreement to memorialize the terms and conditions of Employee’s employment by District,

**NOW, THEREFORE**, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, the District and Employee agree as follows:

**AGREEMENT**

1. **Duties and Term.**

Employee will render professional executive management services as the Executive Director of the District. The term of this Agreement shall be for *one (1) year* from the Effective Date. Thereafter, this Agreement shall renew on a year-to-year basis on the anniversary of the Effective Date (“**Extended Term**”) until, either, one party gives a notice of non-renewal to the other party not less than 90 days before the end of the current term, or Employee’s employment is otherwise terminated in accordance with the terms of this Agreement. Employee will at all times faithfully, industriously and to the best of her ability perform all duties that may be assigned to her by the District’s Board of Directors (“**Board**”). In addition, Employee shall perform in the same manner any special duties assigned or delegated to her by the Board pertaining to District operations. All duties will be performed in accordance with applicable Federal, State and local laws/regulations and the District bylaws, rules and regulations.

Employee shall not directly or indirectly acquire, hold or retain any interest in any business competing with or similar to the business of the Employee which in any way creates a conflict of interest. During the term of this agreement the Employee shall not engage or participate in any business that is in competition with the Employer. Employee acknowledges and agrees that the sale, unauthorized use or disclosure of any of the Employer’s confidential information or trade secrets constitutes unfair competition. Employee promises and agrees not to engage in any

unfair competition with Employer, either during the term of this agreement or thereafter.

2. **At-Will Employment.** This employment with the District is voluntarily entered into and shall be considered “at-will.” Employee is free to resign at any time, with or without notice, and with or without cause. Similarly, the District may terminate the employment relationship at any time, with or without notice, and with or without cause, so long as there is no violation of applicable federal or state law. Nothing in this Agreement or in any document or statement shall limit the right of the District to terminate the employment relationship “at-will” at any time, with or without cause. Only the Board of Directors of the District has the authority to make any such agreement altering the “at-will” nature of this Agreement, and then only in writing.

3. **Compensation**

(a) **Base Salary.** In consideration for her services as Executive Director, the District agrees to pay Employee the sum of ~~124,800~~ 135,200 per annum (“**Base Salary**”). Base Salary shall be payable in installments throughout the contract year in accordance with the normal payroll practices of the District.

(b) **Salary Adjustments and Incentive Compensation.** The Board shall conduct an annual evaluation of Employee’s performance. Salary adjustments, if any, will be considered at the annual evaluation by the Board, in its sole and absolute discretion. Employer will pay, as incentive compensation, an amount up to 2% of Employee’s base annual salary based on criteria established by the Board. The criteria for, and amount of, incentive compensation payable to Employee shall be established by the Board in its sole and absolute discretion.

4. **Benefits**

(a) **Paid Time Off (PTO) and Leave of Absence (LOA).** Employee will be entitled to 15 days of PTO per year. In addition, Employee shall be entitled to an unpaid LOA lasting up to one calendar month each year. Employee shall advise the Board President in advance of her desired schedule for PTO and LOA, which schedule shall be approved by the Board President unless it imposes an unreasonable burden on the District.

(b) **Health Benefits.** Health Benefits are waived by the Executive Director for the purposes of this Agreement.

(c) **Expenses.** During the term of this Agreement, District will reimburse Employee for Employee’s reasonable out-of-pocket expenses incurred in connection with District’s business. The Board President will approve these documented expenses including:

- Continuing Education: registration fees, travel expenses, food, and lodging while away from the District offices. This shall include, but not be limited to, Employee’s attendance at ACHD and other associations deemed useful to the performance by Employee of her job duties for not more than eight (8) days per year. Expenses shall be reviewed and approved by the Board President, or a board member designated by the President.
- Mileage incurred for District business will be reimbursed based on IRS current allowance.

- Automobile Expense: The District will pay \$250/month for automobile expense.
- Phone: District will reimburse reasonable cell phone costs in accordance with District policy.

(d) **Retirement:** If and when the District adopts a retirement plan, and effective upon plan adoption, Employee shall participate in the plan at the most advantageous level offered to any District employee.

5. **Severance Compensation**

(a) **Termination by District Without Cause; Pay in Lieu of Notice.**

In the event Employee's employment is terminated by the District for any reason other than: (1) "For Cause" (as defined in Section 5d below); or (2) due to the death of the Employee, Employee will be paid, subject to Employee signing a full release in a form prepared by District, a severance payment equal to the Employee's Base Salary for the period commencing on the date that Employee's employment is terminated and extending for a period equal to the lesser of Ninety (90) days or the remainder of the then current Term, subject to the limitations of this section (**the "Severance Pay"**). The Severance Pay will be paid on the same dates specified in Paragraph 3(a) for payment of Employee's Base Salary. If Employee goes to work, or contracts to provide services, for another entity engaged in providing health care services during the period in which Severance Pay is being paid by the District, regardless of length of time she is employed, or performs services for such other entity, Employee shall not be entitled to any further Severance Pay under this Agreement.

(b) **Termination by District for Cause.**

In the event Employee's employment is terminated by the District "For Cause" (as defined in Section 5d below), Employee shall not be entitled to any Severance Pay.

(c) **Termination by Employee for any Reason; No Severance; Ninety-Day Notice Requested**

In the event Employee terminates her employment with District for any reason, Employee or Employee's estate will not be entitled to any Severance Pay. Employee is requested to give District ninety (90) days' prior written notice of his intent to terminate this Agreement for any reason, except in the event of Employee's death.

(d) **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

"For Cause" means termination by District of Employee's employment by reason of: (i) Employee's serious abuse such as fraud, embezzlement, misappropriation of District property, willful dishonesty towards, or deliberate injury or attempted injury to, the District; (ii) Employee's material breach of this Agreement, including, but not limited to, performing services for a competitor during the term of this Agreement; (iii) Employee's intentional misconduct with

respect to the performance of Employee's duties under this Agreement; or (iv) Employee's repeated failure to perform the essential functions of her job in a satisfactory fashion; provided, however, that no such termination will be deemed to be a termination For Cause unless the District has provided Employee with written notice of what it reasonably believes are the grounds for any termination For Cause and Employee fails to take appropriate remedial actions during the ten (10) day period following receipt of such written notice.

6. **Withholding Taxes.** The District will withhold from any monies payable pursuant to this agreement all Federal, State, City or other taxes and withholdings as may be required by any law, governmental regulation or ruling.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

8. **Amendments.** The terms and conditions of this Agreement can be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing, approved by the District, and signed by the President of the Board and Employee.

9. **Severability.** The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

10. **Mediation and Arbitration.** In the event of any dispute or controversy between the parties hereto regarding this Agreement, the parties shall make a good faith effort to resolve such controversy of dispute in the first instance through mediation. Upon written demand by either party, a mutually agreeable mediator will be selected to assist the parties in resolving as much of the dispute in the first instance mediation. Upon written demand by either party, a mutually agreeable mediator will be selected to assist the parties in resolving as much of the dispute or controversy as possible. The parties shall share the cost of the mediator. Any remaining unresolved issues will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association at a location in Sonoma County, California.

11. **Notice.** All notices and other communications under this Agreement must be in writing and must be given by personal delivery, facsimile, electronic mail, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, three (3) days after mailing, if mailed, or twelve (12) hours after transmission, if delivered by facsimile or electronic mail, to the respective persons named below:

If to District:

Palm Drive Health Care District  
Attention: President, Board of Directors  
612 Petaluma Avenue  
Sebastopol, CA 95472

If to Employee:

Alanna Brogan  
5931 Monte Verde Dr.  
Santa Rosa, CA 95409

Any party may change such party's address for notices by notice duly given pursuant to this Section.

11. **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of California with venue in Sonoma County.

**PALM DRIVE HEALTH CARE DISTRICT**

**EMPLOYEE**

\_\_\_\_\_  
By: Dennis Colthurst, Board President  
Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Name: Alanna Brogan  
Date: \_\_\_\_\_, 2017