

**EMPLOYMENT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
AND THOMAS H. JOHNSON
FOR THE POSITION OF EXECUTIVE DIRECTOR**

This Employment Agreement ("Agreement") is between the COUNTY OF SAN DIEGO IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY ("Public Authority") and THOMAS H. JOHNSON, as the Executive Director of the County of San Diego In-Home Supportive Services Public Authority ("Executive Director").

RECITALS

WHEREAS, on July 19, 2001, the San Diego County Board of Supervisors established the Public Authority by ordinance pursuant to the provisions of Welfare and Institutions Code section 12301.6; and

WHEREAS, the Public Authority is a separate governmental entity and this Agreement does not bind the County of San Diego (County); and

WHEREAS, pursuant to County Administrative Code section 82.213, the Public Authority is authorized to contract for the services of the Executive Director; and

WHEREAS, THOMAS H. JOHNSON possesses the skills and expertise necessary to carry out the duties and responsibilities as Executive Director of the Public Authority.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants listed below to be performed by the respective parties, it is agreed as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective January 1, 2026, and the provisions of this agreement shall remain in effect, unless otherwise amended by mutual agreement by the parties to this Agreement.

2. SALARY

The Executive Director's bi-weekly pay is \$6,943.20. The Executive Director is an exempt employee under the Fair Labor Standards Act.

3. BENEFITS

Executive Director shall be eligible for benefits which include 25 days/year vacation with a maximum accrual of three times the vacation hours accrued in a one-year period. Sick leave will be accrued at a rate of 4 hours/pay period.

Executive Director will be entitled to 12 paid holidays each year. Executive Director will also have access to health, dental, vision, and life insurance as well as to long-term and short-term disability benefits and an employer paid Pension Plan through the Public Authority. An Employee Assistance Plan is also available at the Public Authority. Executive Director shall be eligible to make contributions to the Public Authority's 457 Pension Plan.

Upon retirement or termination from employment, Executive Director's sick leave balance may be converted to cash at fifty percent (50%) of its value and with 20 or more years of service, shall receive cash at seventy-five percent (75%) of its value. Executive Director will also be eligible to be paid the monetary value of all available vacation credits. The monetary value of both the sick leave and vacation time will be computed using the basis of the employee's rate of pay at the time of separation from employment.

Mileage will be paid at the Internal Revenue Service (IRS) reimbursement rate for mileage.

Travel reimbursement, cell phone reimbursement and other necessary business expense reimbursement will be paid to the Executive Director using current Public Authority policies and practices.

4. SERVICES TO BE PERFORMED BY EXECUTIVE DIRECTOR

A. Scope of Work

The Executive Director for the Public Authority shall act under the direction of the Public Authority Governing Body to manage and administer the Public Authority. The Executive Director shall plan, direct, organize, coordinate and evaluate the overall activities of the Public Authority, in coordination with the Deputy Chief Administrative Officer, County of San Diego Health and Human Services Agency ("DCAO"). The scope of work shall include, but not be limited to, the following:

1. Develop and implement objectives and operational procedures for the delivery of services.
2. Assist with the hiring, training, development and supervision of Public Authority administrative staff.
3. Provide staff support to the IHSS Advisory Committee.
4. Act as liaison to the County to explain or interpret policies, procedures, and legislation as they pertain to the Public Authority.

5. Represent the Public Authority at local and State levels of government and participate on the California Association of Public Authorities taking a leadership position.
6. Ensure compliance with federal, State and local regulations and agreements regarding Public Authority.
7. Oversee budget preparation.
8. Prepare outcome objectives and evaluate compliance with same.
9. Analyze and report on federal and State legislation as it affects Public Authority issues.
10. Prepare the Public Authority rate application and documents.
11. Prepare relevant reports for the Public Authority Governing Body, State of California and County departments.
12. Prepare and update the Interagency Agreement.
13. Other duties as directed by the Public Authority Governing Body.

B. Goals

On or before July 1 of each year, the Executive Director and DCAO shall establish the Executive Director's goals and objectives for the next fiscal year. These goals and objectives shall be in writing and will be among the criteria by which the performance of the Executive Director will be evaluated.

C. Service Locations and Hours of Operation

The Executive Director shall provide services and service hours that are responsive to the needs of the Public Authority. The facilities shall be accessible via public transportation and shall comply with the requirements of the Americans with Disabilities Act (ADA) and California Title 24.

Executive Director shall provide services at the Public Authority, located at:

401 Mile of Cars, Suite 200
National City, CA 91950

D. Performance Review and Compensation Adjustment

The Executive Director's performance shall be reviewed by the Public Authority Governing Body or its designee annually. Compensation may be adjusted based on the performance review.

5. TERMINATION

Either the Public Authority Governing Body or Executive Director may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The Executive Director shall not be entitled to severance pay.

6. INTEREST OF EXECUTIVE DIRECTOR

The Executive Director covenants that he presently has no interests and shall not acquire any interests, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Executive Director shall complete all necessary State and local conflict of interest declarations and forms.

7. NOTICES

Any notice required or permitted to be given under this Agreement may be personally served on the other party by the person giving such notice or may be served by certified mail, return-receipt requested to the addresses set forth as follows:

Thomas H. Johnson
401 Mile of Cars, Suite 200
National City, CA 91950

County of San Diego
In-Home Supportive Services
Public Authority
401 Mile of Cars, Suite 200
National City, CA 91950

8. AMENDMENTS

Any changes to this Agreement shall become effective when incorporated in written amendments to the Agreement executed by the parties. This Agreement supersedes and replaces all prior agreements, oral or written, between the Public Authority and the Executive Director with respect to the subject matter of this Agreement.

9. ENFORCEABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected.

10. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

11. APPROVAL BY GOVERNING BODY

It is expressly acknowledged and understood that this Employment Agreement between the Public Authority and the Executive Director is subject to the approval of the Governing Body in a noticed public meeting. Further, the Governing Body shall take all actions as required by law in order to implement the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the Public Authority Governing Body and the Executive Director have executed this Agreement as set forth below.

THOMAS H. JOHNSON

Dated: _____

COUNTY OF SAN DIEGO
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

By: _____

Dated: _____

CHAIR TERRA LAWSON-REMER