

**FIRST AMENDED AND RESTATED**  
**CHIEF EXECUTIVE OFFICER**  
**EMPLOYMENT AGREEMENT**

This First Amended and Restated Chief Executive Officer Employment Agreement (“Agreement”) is entered into by and between the Fallbrook Regional Health District, a California independent special district (“District”), and Rachel Mason-Runnells (“Employee”), collectively referred to as “Parties.”

**RECITALS**

- A. On May 20, 2019, District and Employee entered into an Employment Agreement whereby Employee would serve as the District’s Chief Executive Officer;
- B. On July 8, 2020, the Parties amended the Employment Agreement to correct the title of the position and increase the base salary to \$132,000;
- C. On July 1, 2021, the Parties amended the Employment Agreement to extend the term to June 30, 2023, and to increase the base salary to \$142,230;
- D. On August 10, 2022, the Parties amended the Employment Agreement to extend the term to June 20, 2024, and to increase the base salary to \$152,180;
- E. On September 10, 2023, the Parties amended the Employment Agreement to extend the term to June 30, 2025, and to increase the base salary to \$162,832;
- F. On August 14, 2024, the Parties amended the Employment Agreement to extend the term to June 30, 2026, and to increase the base salary to \$170,973.60; and
- G. The Parties desire to adopt this Agreement to incorporate all previous amendments and to extend the Employment Agreement’s term, increase Employee’s base salary, and add protections from termination.

**AGREEMENT**

1. **Employment.** Employee shall serve as the Chief Executive Officer of the District during the term of this Agreement. Employee will perform such duties as outlined in Employee’s job description, which is attached hereto as Exhibit “A,” as well as such other duties as Employee and the District Board of Directors may from time to time mutually agree upon.
2. **Term.** This Agreement shall terminate on June 20, 2027. “” This agreement may be renewed for one (1) additional year with the agreement of both parties.
3. **Base Salary.** During the term of this Agreement, Employee shall receive an annual base salary of One Hundred Eighty Five Thousand Nine Hundred Seventy Three Dollars (\$185,973.00), payable semimonthly on the 15th and 30th of each month. On May 1, 2026, Employee shall be entitled to a cost of living increase in base salary based on the annual CPI for San Diego County or equivalent Southern California index.

4. Performance Evaluation. The Board of Directors shall use good faith efforts to complete an annual performance evaluation of Employee prior to the end of the then current Fiscal year. For the first year of employment, The Board shall use good faith efforts to provide Employee with an initial 90-day interim performance evaluation.

5. Benefits and Insurance. Employee shall be eligible for District health benefits (medical/dental/vision) and the District-supported SIMPLE IRA. Employee shall also be included under the provisions of the applicable liability insurance of the District. The District-supported SIMPLE IRA will match employee contributions up to Three Percent (3%) per annum. Employee may contribute to the IRA beyond the District contribution consistent with current tax law.

6. Vacation, Sick Leave, and Holidays. Employee shall receive annually, without abatement of salary, twenty (20) working days' paid time off (PTO). Employee may accrue up to a maximum of two (2) calendar years' worth of PTO, for a maximum accrual of 40 working days. In addition, Employee shall not be required to work on all District-observed state holidays as listed on attached Exhibit "B."

7. Termination of Employment.

a. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice, subject to the election related limitation stated below. If both parties agree, the ninety (90) day notice period may be decreased. In the event Employee is terminated for cause, Employee shall not be entitled to any severance compensation or for any other compensation from the District except for such salary and benefits as Employee may have earned prior to termination.

b. "Cause" shall include, but may not be limited to, serious abuse such as fraud, embezzlement, misappropriation of District property, undue use of influence as a District official, conflict of interest, criminal activities, or Employee's repeated failure to perform essential job functions.

c. Should District terminate Employee without cause, the District agrees to pay Employee a lump sum severance pay equal to three (3) months' salary along with three (3) months continuation of health benefits.

d. District shall not terminate Employee without cause for a minimum period of six (6) months following an election in which one or more Board members are replaced with new Board members, unless the Board approves the termination by a four-fifths majority vote.

8. Provisions Required by Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

a. The parties agree that any paid leave salary paid by District to Employee pending an investigation shall be fully reimbursed if Employee is convicted of a crime involving an abuse of his or her office or position.

b. The parties agree that any payment made by District for the legal criminal defense of Employee shall be fully reimbursed to District if Employee is convicted of a crime involving an abuse of his or her office or position.

c. The parties agree that any cash settlement or severance payment made by Employer to Employee shall be fully reimbursed to District if Employee is convicted of a crime involving an abuse of his or her office or position.

d. The parties agree that any payments made under any of the preceding paragraphs to Employee by District, regardless of whether such payment(s) are expressly required under this Agreement, shall be fully reimbursed to District in the event that Employee is convicted of a crime involving the abuse of his or her office or position.

e. For purposes of this section 14, "abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

iii. The intent of this section 8 is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, 53243.3, 53243.4, and this Agreement shall be interpreted consistent with these statutes.

9. Miscellaneous Provisions.

a. Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all parties to this Agreement.

b. Entire Agreement. This Agreement contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. The parties acknowledge that there have not been any oral promises or understandings not contained in this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement, which represents the final and complete agreement between the parties.

c. Assignment. Employee shall not be entitled to assign all or any portion of her rights or obligations contained in this Agreement without obtaining the prior consent of the District. Any purported assignment without the District's prior written consent shall be void.

d. Binding Effect. This Agreement shall inure to the benefit of and be

binding upon the parties and their respective purchasers, successors, heirs, and assigns.

e. Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

The Parties hereby enter into this Agreement upon the date of the last signature below.

**FALLBROOK REGIONAL HEALTH  
DISTRICT ("District")**

By: Jennifer Joffe  
Its: JENNIFER JOFFE  
Date: 8.18.25

**RACHEL MASON-RUNNELLS  
("Employee")**

By: [Signature]  
Its: RACHEL MASON-RUNNELLS  
Date: 8.18.25

ATTEST

By: [Signature]  
Name: Rachel A Williams  
Title: Board Clerk  
Date: 8/19/2025

Approved as to form

By: [Signature]  
Name: Aleks Giragosian  
Title: General Counsel  
Date: August 19, 2025