FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Agreement, by and between the County of San Diego, a political subdivision of the State of California ("County"), and Ebony Shelton, ("Employee"), having entered into the Employment Agreement effective as of June 4, 2024 ("Agreement"), hereby agree to amend the Agreement as follows:

1) Section 3 of the Agreement ("Compensation") is amended to read in its entirety as follows:

   A. Base Salary: County agrees to pay Employee an annual base salary of $410,820.80 beginning on June 27, 2025, payable in bi-weekly installments and paid at the same time that other management employees of the County are paid.

   B. Employee received a performance evaluation by the Board at the end of the first six (6) months of employment and a second performance evaluation at the end of the next six (6) months of employment. Hereinafter, the Board will evaluate Employee performance once per year of employment. Employee understands and agrees that the failure to evaluate Employee annually shall not affect the rights of the parties in this Agreement, including termination of Employee's employment. Employee shall receive cumulative salary increases on June 26, 2026, June 25, 2027, June 23, 2028, and June 22, 2029, in an amount determined by the Board, but in no event less than 3% nor more than an amount that would cause Employee's salary to exceed the maximum salary in the pay range established for the position of Chief Administrative Officer. These increases shall occur provided the Board conducts a review of Employee's performance prior to each increase and the Board takes no action to modify the salary established herein.

2) Section 7 of the Agreement ("Termination") is amended to read in its entirety as follows:

   A. Termination by Employee

   Employee may terminate this Agreement by providing the Board not less than 30 days written notice prior to the effective date of termination, unless the parties agree otherwise in writing.

   B. Termination by County

   i. The Board may unilaterally terminate Employee's employment, with or without cause. Such termination requires a vote by the majority of the Board to terminate the Employee and shall be conducted in accordance with the Brown Act and relevant Government Code provisions.

   ii. County shall provide Employee at least 30 days' notice prior to the effective date of termination. County shall provide Employee the reasons for termination upon Employee's request.

   iii. Severance Pay: The County shall pay an amount not less than the equivalent of twelve (12) months of the Employee's then annual salary if they are terminated from their position or resigns in lieu of termination; provided the County shall not be liable for any severance pay and the Employee shall reimburse any severance paid if the Employee is terminated from their position or resigns in lieu of termination for reasons of malfeasance in office or conviction of a crime involving moral turpitude or abuse of their office or

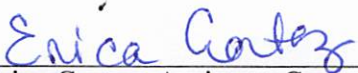position, pursuant to Government Code section 53243.2 and 53243.4.

iv.   The severance benefits are conditioned on Employee entering into an enforceable and irrevocable general release in favor of the County and all affiliates, within 30 days following the termination date.
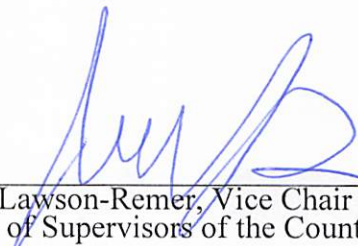
3) These amendments shall be effective June 24, 2025. All other terms of the Agreement remain unchanged.

This amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically via pdf attachment or other electronic means shall be binding as if they were original signatures.

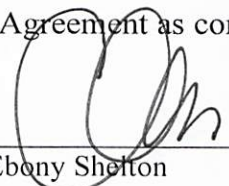IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date.

Approved as to Legality and Form:

_____
Erica Cortez, Assistant County Counsel of
the County of San Diego

_____
Terra Lawson-Remer, Vice Chair
Board of Supervisors of the County of San Diego

I have read and agree to the amendment to the Employment Agreement as contained herein:

Date: 6/24/25

_____
Ebony Shelton