

EMPLOYMENT AGREEMENT

**between
The County of San Diego
and
Lonnie J. Eldridge**

COUNTY OF SAN DIEGO

2021 MAY 20 PM 3: 25

CLERK OF THE BOARD
OF SUPERVISORS

This Agreement, by and between the County of San Diego, a political subdivision of the State of California ("County" or "Employer"), and Lonnie J. Eldridge, ("Employee") is hereby executed by and between the parties this 4th day of May 2021 (the "Effective Date"), for Employee's services as County Counsel for the County.

WHEREAS, the Board of Supervisors of the County of San Diego ("Board") has determined that Employee has the necessary qualifications and experience for the position of County Counsel; and

WHEREAS, on May 4, 2021, the Board appointed Employee to the position of County Counsel, with employment to begin on June 30th, 2021 (the "Start Date").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

Section 1: Term

- A. The term of this Agreement shall begin on the Effective Date, and the Agreement will be in full force and effect until terminated in accordance with its terms.
- B. Employee shall serve at the pleasure of the Board.
- C. Pursuant to the Charter of the County of San Diego ("County Charter"), the County Compensation Ordinance, and the County Code of Administrative Ordinances, Employee's employment is at-will. Employee understands and agrees that Employer may terminate Employee's County employment at any time, subject only to the notice and severance provisions of Sections 9 and 10 of this Agreement. Employee understands and agrees that Employer has made no implied or express oral or written assurances of continued employment with the County. Employee further understands and agrees that Employee has no property right in County employment and that Employer requires no cause to suspend or terminate Employee's County employment.

Section 2: Duties and Authority

- A. Employee shall perform the duties of County Counsel as set forth in the County Charter, County Ordinances, and state law and subject to the direction of the Board.

- B. Employee shall report directly and solely to the Board. Employee shall perform those duties within Employee's capacity set forth in Section 704 of the County Charter and Article IX of the County Code of Administrative Ordinances. Notwithstanding, Employee shall be subject to the direction and authority granted by the Board.
- C. *Compliance with Laws and Conflict of Interest Requirements.* As a condition of employment, Employee agrees to comply with all federal, state and local laws, including the County Charter, ordinances, rules, and regulations, which are applicable to the Office of the County Counsel. Employee acknowledges that Employee is subject to the common law and statutory conflict-of-interest provisions, including but not limited to the Political Reform Act set forth at California Government Code section 87100 and following, the Fair Political Practices Commission Regulations set forth at California Code of Regulations, Title 2, section 18700 and following, and California Government Code section 1090 and following, as they may be amended. Employee shall not engage in any activity in contravention of such laws and Article X of the County Charter, nor activity that otherwise creates the appearance of a conflict-of-interest.
- D. Consistent and in accordance with the Employment Laws listed below, Employee has sole management, hiring, firing, recruitment, promotional authority, training and unit/internal structuring powers over the County Counsel's Office, subject to budgetary constraints as approved by the Board. Employee, as the appointing authority for the Office of County Counsel, will carry out those functions relative to the administration of personnel set forth in Article IX of the County Code of Administrative Ordinances, Section 909 of the County Charter and Chapter 1, Section 1.2.5 of the Compensation Ordinance, as may be amended from time-to-time. In the exercise of these functions, Employee shall adhere to the County Charter, ordinances, policies, resolutions, and regulations, labor agreements, Civil Service Rules, and all applicable state and federal laws ("Employment Laws").

Section 3: Compensation

- A. **Base Salary:** Employer agrees to pay Employee an annual base salary of \$286,850 beginning on the Start Date, payable in bi-weekly installments at the same time that other management employees of the Employer are paid.
- B. At the end of the first six (6) months of employment, Employee shall receive a performance evaluation by the Board and a second performance evaluation at the end of the next six (6) months of employment. Thereafter, the Board will evaluate Employee performance at least 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. Consideration shall be given following

these performance evaluations and on an annual basis thereafter to adjust compensation based on meritorious performance and/or economic conditions as solely determined by the Board.

- C. The Board will consider adjusting Employee's salary range and base pay for the County Counsel job class in accordance with cost-of-living or other across the board adjustments, if any, provided to other executive management of the County. Employee is specifically exempt from any establishment, control or adjustment in pay by the Chief Administrative Officer, the Executive Compensation Committee or any other entity except the Board as set forth in Chapter 3.5.2 of the Compensation Ordinance or elsewhere; Employee's pay, pay negotiation and all other compensation characteristics as set forth in the Compensation Ordinance or otherwise will be exclusively determined by the Board of Supervisors, who shall be Employee's "appointing authority" for all purposes. The Board maintains the discretion to amend by ordinance the minimum and maximum pay rate for the County Counsel job class; provided however, that such adjustments do not have the effect of reducing Employee's base pay.
- D. *Compliance with State Law.* Any adjustments provided for in Section 3.B or 3.C will comply with California Government Code 3511.2 and any successor or replacement provision thereto, and will occur by Resolution of the Board in which Employee shall be specifically named in any such adjustment. Consistent with Government Code Section 54953(c) or any successor or replacement provision thereto, the Board, prior to taking final action on compensation for Employee, shall orally report a summary of a recommendation on final action on the salary, salary schedule and compensation in the form of fringe benefits to the Employee. For the purposes of California public employee compensation law, Employee's compensation is considered indefinite with respect to the time period prior to any specific adjustment that may be approved by action of the Board.

Section 4: Health, Disability, Life Insurance Benefits, and Other Benefits

- A. Employee shall be eligible for the Unclassified Benefit Program and Flexible Benefits Plan, including the Employer contributions thereto, that are provided to employees categorized as Executive Management (EM) under Chapter 5 of the Compensation Ordinance, as may be amended from time-to-time.
- B. Employer will contribute 2% of Employee's base salary per year to Employee's County-sponsored deferred compensation plan.

Section 5: Vacation Leave, Holidays and Sick Time

- A. Beginning on the Start Date, Employee shall earn and accrue vacation leave at the same rate, up to the maximum accrual, as other Executive Management (EM) employees of the County who have fifteen (15) or more years of County

service. Employee will begin service with an initial ten (10) vacation days' credit on the Start Date, which will be counted against future accruals in the first year. Employee will inform the Board in advance of any planned vacation.

- B. The Employee will be paid for County-established holidays in the same manner as all other employees designated as Executive Management (EM) pursuant to Article 5.9 of the Compensation Ordinance, as may be amended from time-to-time.
- C. Employee shall be entitled to paid sick leave as is provided to Executive Management (EM) job classes pursuant to Chapter 4, Section 4.2.2 of the Compensation Ordinance, as amended from time-to-time. Employee will inform the Board upon using sick time.

Section 6: Vehicle Allowance

- A. Employee shall receive an Automobile Allowance of \$675.00 per month pursuant to the conditions of Article XXVIe, Section 496, of the County Code of Administrative Ordinances, as may be amended by time-to-time.

Section 7: Retirement

Employee will be a member of the San Diego County Employees Retirement Association ("SDCERA") defined benefit pension plan. Employee's benefit tier and pension entitlements will be in accordance with the County Employees' Retirement Law of 1937 and SDCERA rules.

Section 8: General Business Expenses

- A. As allowed under the County Code of Administrative Ordinances, County Board of Supervisors Policies, and as appropriated, Employer shall pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, including but not limited to the State Bar of California, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Consistent with Section 913 of the County Charter, and pursuant to Article XXVIa of the County Code of Administrative Ordinances, when required to travel in the performance of official County duty, Employee shall receive, in addition to regular compensation, reimbursement for travel expenses. Employee may solely determine when travel is necessary or advisable for official duty.
- C. Travel and subsistence expenses for voluntary attendance at meetings, conferences, seminars, and professional development activities related to

Employee's official duties may be paid from the general budgetary funds allocated to the Office of County Counsel subject to Article XXVla of the County Code of Administrative Ordinances.

- D. Employee shall be eligible for all other allowances and reimbursements available to the County Counsel job class where provided for under County Charter, ordinances, rules, regulations and policies.
- E. The participation of Employee in the activities in 8.C is at the sole discretion of Employee within budgetary constraints as approved by the Board.

Section 9: Termination

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 Employer

i. The Board may unilaterally terminate Employee's employment, with or without cause. No cause for termination need exist because Employee recognizes that Employee serves at the pleasure of the Employer as an at-will employee. Such termination requires a vote by the majority of the Board to terminate the Employee which shall be conducted in accordance with the Brown Act. As an alternative to the termination method described in the previous sentence, at the absolute discretion of the Board, a majority of the Board may vote to offer Employee the opportunity to resign in lieu of potential termination, which may be accepted by Employee through the tendering of Employee's resignation in writing.

ii. Except as otherwise provided by law, Employee is exempt from any pre- or post-termination due process rights (such as Skelly rights).

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

- C. The Board may terminate Employee without advance notice for specific cause ("Specific Cause"). Specific Cause shall exclusively consist of only the following: a) conviction of a felony having a nexus to the functions and duties of the County Counsel, or of any crime of moral turpitude or abuse of office or position (County Code of Administrative Ordinances, Section 54; County Compensation Ordinance, Chapter 3, Section 3.5.4; Government Code section 53243 *et seq*); b) malfeasance in office (County Compensation Ordinance, Chapter 3, Section

3.5.4); c) violation of a provision of the County Charter as provided by Section 1002 of the County Charter and/or general law; or d) disbarment or suspension of a license to practice law in the State of California due to any action of the State Bar of California. Notwithstanding the foregoing, pursuant to Section 500.3 of the County Charter, the Board may suspend Employee from office, at its discretion, if Employee is indicted for official misconduct, an offense involving moral turpitude, or an infamous crime. The Board shall fill the vacancy until final legal action is determined.

If terminated for Specific Cause, or a resignation in lieu of a termination for Specific Cause, Employee shall not be entitled to the severance pay outlined in Section 10 of this Agreement, but may be entitled to payment for accrued, but unused vacation leave where provided by state law and/or the County Compensation Ordinance.

Section 10: Severance

- A. Unless the termination of Employee is for Specific Cause or Employee resigns in lieu of termination for Specific Cause, Employee shall be entitled to receive a Severance Payment as defined in Section 10.B and 10.C, below. Employee shall not be entitled to severance pay, or will fully reimburse to the County severance pay received, if such severance payment violates any state, federal or local law. Government Code Section 53243.2 requires the following provision be included in this Agreement: If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the County shall be fully reimbursed to the County if Employee is convicted of a crime involving an abuse of his or her position, as defined in Section 53243.4.
- B. Employee shall receive six (6) months of Employee's then annual salary. Acceptance of the Severance Payment by Employee shall be in lieu of any and all other remedies of Employee, whether legal or equitable in nature, and in consideration of the acceptance thereof, Employee shall not institute or assist in the filing or prosecution of any complaint, charge, or accusation against Employer, its officers or employees, with any court or any state or federal fair employment, equal employment, or similar board or commission.
- C. Severance shall be payable in one lump sum less applicable state and federal taxes. Compensation shall include the extension of health benefits or the monetary equivalent of the Employer's cost for such benefits. Employee shall be responsible for any Employee contributions which are consistent with other executive management employees of the County.
- D. Mutual Release of Claims. In the event that a Severance Payment is offered by Employer and accepted by Employee, both parties thereby have released and forever discharged each other from all claims, actions, demands, liabilities and causes of action of every kind and character which the parties may have against

each other or in the future arising from any act or omission of either party related to the performance of this Agreement, whether arising under tort, contract (express or implied) or any other cause of action whatsoever. This mutual release includes a waiver by both parties of any rights under Section 1542 of the Civil Code of California, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." No additional releases or waivers beyond those set forth in this Agreement shall be required by either party as a condition of providing a Severance Payment, except that Employer may require Employee to sign a release concerning Title 29 USC Chapter 14 (or any successor or replacement provision), as well as any other releases or waivers that may be required, if any, under state or federal law. This Section 10.D does not affect, reduce or diminish the rights and obligations of each party under Section 16 of this Agreement.

Section 11: Resignation

Upon resignation, unless such resignation is in lieu of potential termination in accordance with Section 9.B.i, above, the Employer shall not be obligated to pay severance as described in Section 10, but shall pay any accrued and unused vacation leave.

Section 12: Performance Evaluation

Except for the time frames established in Section 3 above, the Board shall annually review the performance of the Employee. All such performance reviews shall be subject to a process, form, criteria, and format for the evaluation as mutually agreed upon by the Board and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule at Employee's discretion.

Section 14: Outside Activities

County of San Diego Charter section 704.5 prohibits Employee from engaging in the private practice of law. Recognizing that certain professional activities such as outside

consulting or teaching may provide indirect benefits to the Employer and the community, the Employee, with prior approval of the Board, may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Subject to County Compensation Ordinance Section 3.5.2, Section 472 of the County Code of Administrative Ordinances, and County Department of Human Resources Policy 804, Employer shall pay for actual and reasonable relocation expenses incurred by Employee for moving Employee and Employee's family from Simi Valley, California to a location in San Diego County up to a maximum of \$15,000. Expenses may include, but are not limited to, personal transportation, moving expenses for household goods and temporary housing arrangements. Claims for expenses submitted pursuant to this provision shall be subject to review and determination by the Auditor & Controller prior to reimbursement.

Section 16: Indemnification

- A. Employer shall defend and indemnify Employee according to Government Code sections 825 and 995 *et seq.* for any civil action or proceeding brought against Employee, in Employee's official or individual capacity or both, on account of an act or omission in the scope of employment as an employee of the County.
- B. The provisions of this Section 16 shall survive the termination of this Agreement.

Section 17: Bonding and Oath of Office

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: County of San Diego, County Administration Center, 1600 Pacific Highway, San Diego, CA 9210
- (2) EMPLOYEE: Lonnie J. Eldridge, (current address or address following relocation on file with the County)

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

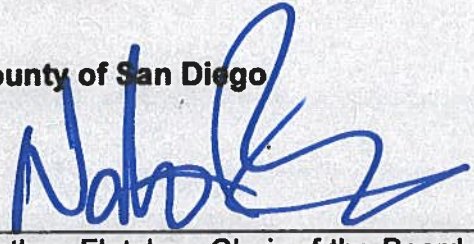
- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
- B. **Amendments.** The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. **Passage by Ordinance.** As a number of provisions in this Agreement may vary from existing County Ordinances, the Board agrees to approve this Agreement by ordinance.

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

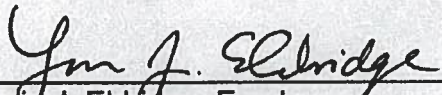
Approved as to Legality and Form:


David J. Smith, Acting County Counsel

The County of San Diego

By: 
Nathan Fletcher, Chair of the Board of Supervisors of the County of San Diego

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


Lonnie J. Eldridge, Employee

4/28/21
Date

