

EMPLOYMENT AGREEMENT
between the
County of San Diego and Damon Brown

This Agreement, by and between the County of San Diego, a political subdivision of the State of California ("County"), and Damon Brown ("Employee") is hereby executed by and between the parties this 13th day of January, 2026 (the "Effective Date"), for Employee's services as County Counsel for the County.

WHEREAS, the County Counsel is appointed by the Board of Supervisors of the County of San Diego ("Board") in accordance with the Charter of the County of San Diego ("County Charter"); and the Board has determined that Damon Brown has the necessary qualifications and experience for the position of County Counsel; and

WHEREAS, Employee will begin employment on January 26, 2026 (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. Provisions of this agreement shall remain in effect, unless otherwise amended by mutual agreement by the parties to this Agreement.
- B. Employee shall serve at the pleasure of the Board.
- C. Employment is in the Unclassified Service of the County of San Diego pursuant to the County Charter and Ordinances of the County of San Diego and tenure shall not accrue as a result of the Agreement.

Section 2: Duties and Authority

- A. Employee shall perform the duties of County Counsel as set forth in the County Charter, County Ordinances, Board Policies, and State law and subject to the direction of the Board.
- B. Employee shall perform their duties within Employees capacity as set forth in Section 704 through 704.5 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, policies, rules, and regulations that are applicable to 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 or Article X of the

County Charter, nor activity that otherwise creates the appearance of a conflict-of-interest.

Section 3: Compensation

- A. Base Salary: County agrees to pay Employee an annual base salary of \$380,000 beginning on January 26, 2026, payable in bi-weekly installments at the same time that other management employees of the County are paid.
- B. Employee shall receive a performance evaluation in June of 2026. Thereafter, 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.
- C. Employee shall receive the following cumulative salary increases on June 25, 2027, and June 23, 2028, 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 County Counsel. 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.

Section 4: Health, Disability, Life Insurance Benefits, Vacation Leave, Holidays and Sick Time, and Other Benefits

- A. The County Counsel shall be provided all County benefits which are authorized for all other executive management appointing authorities and not otherwise limited by law. These include: automobile allowance under Article XXVIe, Section 496, of the County Administrative Code and all other benefits for the County Counsel as defined in the County of San Diego Compensation Ordinance.
- B. County will contribute the lesser of 4% of the Employee's gross annual salary, or the 100% of the pre-tax deferral limit under 26 USC Section 457(b)(s)(a), on an annual basis, to Employee's County-sponsored 457 (b) Deferred Compensation Plan Account. Whereby County contribution is made to the 457 (b) Deferred Compensation Plan, an amount of Additional Pay shall also be authorized in accordance with Compensation Ordinance Section 5.1.2(m)(5). The authorized Additional Pay shall be treated as wages for tax purposes and reported on Form W-2. The first annual contribution will occur in July 2026 and annually thereafter.
- C. 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.
- D. Employee shall be entitled to paid vacation and sick leave provided to Executive Management (EM) job classes (except as may otherwise be specified for Employee's particular job classification) pursuant to Chapter 4 of the Compensation Ordinance, as may be amended from time to time.
- E. Employee is entitled to up to eighty (80) hours of Executive Time Off every calendar year pursuant to Compensation Ordinance section 4.2.8.

Section 5: Vehicle Allowance

- A. Employee shall receive an Automobile Allowance of \$675 per month pursuant to the Conditions of Article XXVIe, Section 496, of County Code of Administrative Ordinances, as may be amended by time-to-time.

Section 6: Retirement

- A. Retirement contributions as authorized under the County Employees Retirement Act of

Section 7: Termination

A. Termination by Employee

- i. 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.

C. Severance Pay

- i. 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.
- ii. 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.

Section 8: Performance Evaluation

- A. The Board will conduct at least one performance review annually of the County Counsel on or before June 30th of each fiscal year.
- B. Notwithstanding the provisions of Section 3 of this Agreement, following a performance review of the County Counsel, the Board may increase or decrease the salary of the County Counsel.

Section 9: Indemnification

- A. County 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 9 shall survive the termination of this Agreement.

Section 10: Bonding and Oath of Office

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

Section 11: Other Acknowledgements

- A. It is expressly acknowledged and understood that this Employment Agreement between the Board and Employee is subject to the approval of the Board in a noticed public meeting. Further, the Board shall take all such actions as required by law in order to implement the terms and conditions set forth in the Employment Agreement with the County Counsel.
- B. This document is the entire agreement between the parties with regard to the matters herein contained and supersedes all previous oral or written communications and employment contracts. Any previously made representations, warranties, or inducements not expressly contained herein are of no force or effect.
- C. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, void, or unenforceable, the remainder of this Agreement shall continue in effect.
- D. This agreement is made and entered into in the State of California and the laws of California shall govern its validity and interpretation and the performance of the parties of their respective duties and obligations under this agreement.

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

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Approved as to Legality and Form:

David Smith, Acting County Counsel

The County of San Diego

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

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

Damon Brown

Date

12/17/2025

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