

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHN D. NIBBELIN FOR SERVICES AS COUNTY ATTORNEY

THIS AGREEMENT is entered into and effective as of the 1st day of June, 2024 (“Effective Date”), between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and John D. Nibbelin (hereinafter referred to as "County Attorney") whereby County and County Attorney specify the term of the employment of the County Attorney.

WITNESSETH

WHEREAS, John D. Nibbelin has been employed by the County as an attorney since 2001;

WHEREAS, John D. Nibbelin was appointed as the County Attorney (also sometimes referred to as “County Counsel”) effective April 1, 2022 and the County and John D. Nibbelin entered into a written agreement dated March 8, 2022 for John D. Nibbelin to serve as County Attorney for the term of April 1, 2022 through March 31, 2026;

WHEREAS, the parties wish to enter into a new agreement, effective as of June 1, 2024 (“Agreement”), pursuant to which John D. Nibbelin will continue to serve as County Attorney, with this new Agreement, as of June 1, 2024, replacing and superseding in its entirety, the prior agreement between the County and John D. Nibbelin; and

WHEREAS, the parties desire to specify in the Agreement the term of employment and to memorialize additional benefits that extend beyond the terms of the salary and benefits set forth in the County Resolution Establishing the Salary and Benefits of Unrepresented Management employees or other resolution or ordinance of the Board;

WHEREAS, counties throughout the state, pursuant to Government Code section 27641, customarily provide a County Counsel with a four year employment term;

WHEREAS, the County wishes to provide stability and continuity to this position.

NOW, THEREFORE, in consideration of the terms and conditions set forth, the parties agree as follows:

1. John D. Nibbelin is hereby employed as County Attorney of the County of San Mateo for a term beginning June 1, 2024, for four years, through and including May 31, 2028. At the end of this term, the term may continue on a day-to-day basis, or may be renewed in writing, on any terms determined by the parties at such time. This Agreement, upon becoming effective on June 1, 2024, supersedes all prior employment agreements between the County and County Attorney

2. County Attorney shall devote County Attorney’s full-time efforts to the

performance of the duties of County Attorney.

3. County Attorney's compensation shall be governed by the terms set forth in the Resolution Establishing the Salary and Benefits of Unrepresented Management Employees of the County of San Mateo or other resolution or ordinance of the Board. However, in no event will County Attorney's compensation be lower than what is set forth in the Resolution Establishing the Salary and Benefits of Unrepresented Management Employees of the County of San Mateo in effect as of the date of the execution of this Agreement. Beginning the first full pay period after the Effective Date of this Agreement, County Attorney's salary shall be at the E-Step for salary for the County Attorney position, as set forth in the Resolution Establishing the Salary and Benefits of Unrepresented Management Employees of the County of San Mateo.

4. Except as specifically provided herein, County Attorney shall receive the same benefits as other Department Heads, including any other benefits that have been, or may be provided in the Resolution Establishing the Salary and Benefits of Unrepresented Management Employees of the County of San Mateo or other resolutions or ordinances of the Board.

5. In lieu of the vacation hours benefits that would otherwise be provided to County Attorney pursuant to the Resolution Establishing the Salary and Benefits of Unrepresented Management Employees, beginning the first full pay period after the Effective Date of this Agreement, County Attorney shall receive twelve (12) hours of vacation time per pay period and there shall be a cap on vacation accrual of 624 hours of vacation time.

6. Each pay period, the County Attorney shall receive a contribution from the County to a defined contribution plan in an amount equivalent to three percent (3%) of the County Attorney's base salary and longevity pay, subject to applicable legal limits and any limitations set forth in the applicable County salary resolutions.

7. County Attorney shall serve at the pleasure of the Board of Supervisors. In other words, County Attorney is employed at will and shall be subject to termination by a majority vote of the Board of Supervisors, with or without cause. However, in the event the Board of Supervisors chooses to terminate this Agreement without cause, County Attorney shall receive payment of severance pay at the time of leaving the County in the amount equivalent to twelve (12) months' salary, or whatever amount of time is remaining in the term of this Agreement, not to exceed twelve (12) months, consistent with Government Code section 53260. In the event of a termination of this Agreement without cause, the County also shall pay its share of the cost of continuing County Attorney in the County's health care benefits program for the number of months corresponding to the number of months of salary to which County Attorney is entitled as severance pay or until County Attorney is enrolled in an alternative health benefits program, whichever occurs first. In addition, the County Attorney shall be entitled to payment of unused accrued leave to the same extent as all other employees of the County. In addition, if County chooses to terminate this agreement for cause, County Attorney is not entitled to any amount of severance pay but is instead entitled to thirty (30) days' written notice. In consideration for the

foregoing, as well as the County's other obligations pursuant to this Agreement, County Attorney agrees to provide the County with at least ninety (90) days' advance written notice of his intent to terminate his employment. Pursuant to Government Code section 53243, et seq., should County Attorney be convicted of a crime involving the abuse of his position as defined in section 53243.4, County Attorney shall fully reimburse the County all amounts specified in section 53243 et seq, including but not limited to severance pay, pay for administrative leave during a pending investigation, any cash settlement related to County Attorney's termination and/or any amounts paid by the County for the legal defense of County Attorney.

8. The Board shall include the County Attorney in Board goal-setting and shall periodically evaluate the performance of the County Attorney in a process mutually agreed upon by the Board and the County Attorney.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as Below:

Dated _____

Warren Slocum, President of the Board of Supervisors, County of San Mateo

Dated _____

John D. Nibbelin, County Attorney