

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
JOHN C. BEIERS**

THIS AMENDMENT TO THE AGREEMENT, entered into this Seventh day of August, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and John C. Beiers, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for the services of County Counsel on July 10, 2012 for a four year term and have already extended the agreement once; and

WHEREAS, the parties wish to amend the Agreement to extend it for an additional four year term and add certain clarifying language;

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 1 of the agreement is amended to read as follows:

John C. Beiers has been employed as County Counsel of the County of San Mateo pursuant to this Agreement since July 10, 2012. The term of this Agreement is extended by Amendment and John C. Beiers is hereby employed as County Counsel of San Mateo for an additional term commencing on August 7, 2018, for four additional years, through and including August 6, 2022. At the end of this additional 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.

2. Section 4 of the agreement is amended to read as follows:

County Counsel shall continue to receive the same benefits as other Department Heads currently in effect, including any other benefits that have been, or may be provided by resolution of the Board; provided, however that County Counsel shall continue to receive the additional vacation benefits for the position of County Counsel as set forth in San Mateo County's Master Salary Resolution, until such time as this additional vacation benefits provision is repealed or modified.

3. Section 5 of the agreement regarding severance payments in the event of termination is amended to add the following sentence to the end of the paragraph:

Pursuant to Government Code section 53243 et seq., should County Counsel be convicted of a crime involving the abuse of his position as defined in section 53243.4, County

Counsel 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 Counsel's termination and/or any amounts paid by the County for the legal defense of County Counsel.

4. **All other terms and conditions of the agreement dated July 10, 2012, between the County and John C. Beiers shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

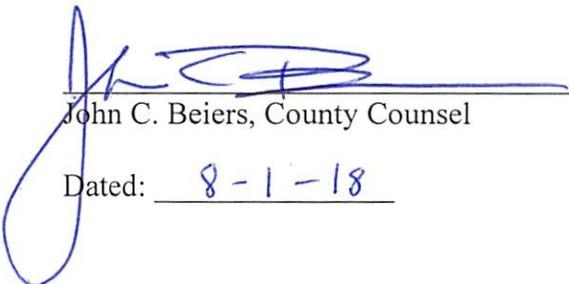
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

JOHN C. BEIERS

  
\_\_\_\_\_  
John C. Beiers, County Counsel

Dated: 8-1-18