

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

THIS AGREEMENT is entered into this ____ day of March, 2022, between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and John D. Nibbelin (hereinafter referred to as "County Counsel") whereby County and County Counsel specify the term of the employment of the County Counsel:

WITNESSETH

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

WHEREAS, John D. Nibbelin has been appointed as the County Counsel, effective April 1, 2022;

WHEREAS, the parties desire to specify 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; and

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 Counsel of the County of San Mateo for a term beginning April 1, 2022, for four years, through and including March 31, 2026. 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.

2. County Counsel shall devote County Counsel's full-time efforts to the performance of the duties of County Counsel.

3. County Counsel's compensation shall be governed by the terms set forth in the County Resolution Establishing the Salary and Benefits of Unrepresented Management employees or other resolution or ordinance of the Board. But in no event will County Counsel's compensation be lower than what is set forth in the County Resolution Establishing the Salary and Benefits of Unrepresented Management employees in effect as of the date of the execution of this agreement. County Counsel shall start at the B-Step for salary for the County Counsel position as set forth in the County Resolution Establishing the

Salary and Benefits of Unrepresented Management employees. Beginning the first full pay period after April 1, 2023, County Counsel's salary shall be advanced to the C-Step. Beginning the first full pay period after April 1, 2024, County Counsel's salary shall be advanced to the D-Step. Beginning the first full pay period after April 1, 2025, County Counsel's salary shall be advanced to the E-Step.

4. County Counsel shall receive the same benefits as other Department Heads, including any other benefits that have been, or may be provided in the County Resolution Establishing the Salary and Benefits of Unrepresented Management employees resolution of the Board or other resolution or ordinance of the Board.

5. County Counsel shall serve at the pleasure of the Board of Supervisors. In other words, County Counsel 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 County chooses to terminate this agreement without cause County Counsel 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 is remaining on the contract not exceeding twelve (12) months, consistent with Government Code section 53260. The County also shall pay its share of the cost of continuing him in the County's health care benefits program for the number of months corresponding to the number of months of salary to which County Counsel is entitled as severance pay or until County Counsel is enrolled in an alternative health benefits program, whichever occurs first. In addition, the County Counsel 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 Counsel 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 Counsel agrees to provide the County with ninety (90) days' advance written notice of his intent to terminate his employment. 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.

6. The Board shall evaluate the performance of the County Counsel in a process mutually agreed upon by the Board and the County Counsel.

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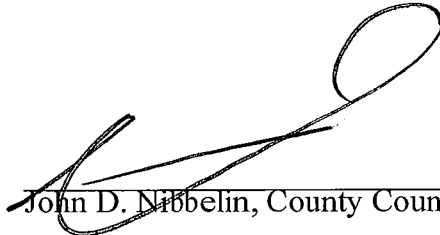
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IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as
Below:

Dated _____

Don Horsley, President of the Board of
Supervisors, County of San Mateo

Dated MARCH 1, 2022



John D. Nibbelin, County Counsel