

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHN C. BEIERS
FOR SERVICES OF COUNTY COUNSEL**

THIS AGREEMENT is entered into this ____ day of _____, 2012, between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and JOHN BEIERS (hereinafter referred to as "County Counsel") whereby County and County Counsel extend the term of the employment of the County Counsel:

WITNESSETH

WHEREAS, John C. Beiers has been employed by the County as an attorney since July 3, 1995, and

WHEREAS, John C. Beiers was appointed as the County Counsel on March 20, 2011, without a term;

WHEREAS, due to excellent service provided by County Counsel, the parties desire to extend the term of employment and to memorialize the current salary and benefits;

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 C. Beiers is hereby employed as County Counsel of the County of San Mateo for a term beginning on July 10, 2012, for four years, through and including July 9, 2016. 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 his full-time efforts to the performance of the duties of County Counsel.

3. County Counsel shall continue to be paid salary at the County Counsel, step E rate. The parties reserve the right to periodically increase this salary as may be mutually agreed.

4. 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.

5. County Counsel shall serve at the pleasure of the Board of Supervisors. However, in the event County chooses to terminate this agreement at any time, County Counsel shall be entitled to 60 days' advance written notice thereof and after 60 days, payment of severance pay

at the time of leaving the County in the amount equivalent to 12 months salary and benefits, or whatever amount is remaining on the contract not exceeding 12 months, consistent with Government Code 53260. In addition, the County Counsel shall be entitled to payment of accrued benefits to the same extent as all other of the County.

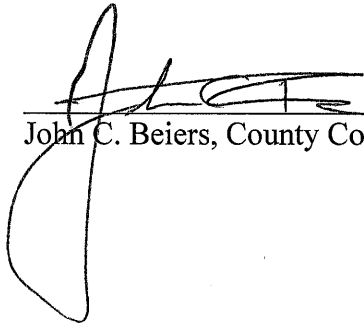
6. The Board shall evaluate the performance of the County Counsel in a process mutually agreed upon by the Board and the County Counsel.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as below.

Dated _____

Board President, County of San Mateo

Dated 6/27/12



John C. Beiers, County Counsel