

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND JOHN L. MALTBIE FOR SERVICES OF COUNTY MANAGER

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

W I T N E S S E T H

WHEREAS, the County Manager was employed as County Manager from March 6, 1989 to December 31, 2008, and as Acting County Manager from December 1, 2011, to the present pursuant to a written contract; and

WHEREAS, the parties desire to enter into a new employment agreement whereby Mr. Maltbie would return to full-time employment as the County Manager pursuant to the terms and conditions set forth herein;

WHEREAS, in connection with his return to full-time employment as County Manager, Maltbie will apply to SamCERA for reinstatement to active service which will result in a suspension of his current pension benefits, such that the County Manager will not simultaneously receive both a salary and a pension.

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

1. County Manager is hereby employed as County Manager of the County of San Mateo for a four year term beginning December 23, 2012, through and including December 22, 2016. Prior to accepting such employment, Mr. Maltbie will apply to SamCERA for reinstatement to active service which will result in a suspension of his current pension benefits, such that the County Manager will not simultaneously receive both a salary and a pension.

2. County Manager shall devote his full-time efforts to the performance of the duties of County Manager.

3. Commencing with the pay period beginning December 23, 2012, the bi-weekly salary of the County Manager shall be \$10,393.60. The County Manager shall receive an automobile allowance at the same rate as the Board of Supervisors. The parties reserve the right to periodically increase this salary as may be mutually agreed and it is the County's intention to consider the increase of such annual salary, to be paid on a bi-weekly basis, to \$11,538.46, based on the County's review of the compensation of other Chief Executive Officers of other Bay Area public entities.

4. County Manager shall receive the same benefits as other Department Heads currently in effect, including any other benefits that have been, or may be hereafter provided by resolution of the Board.

5. County Manager shall receive forty-five (45) days of vacation per year, which vacation shall accrue at the rate of 13.85 hours per bi-weekly pay period. The County Manager may accumulate up to 720 hours of vacation. Any balance remaining at the time of his terminating his County employment will be paid to him in cash. It is the intention of the County Manager and Board of Supervisors that the County Manager fully utilize his annual vacation accrual. Beginning on December 23, 2012, the County Manager will receive twenty-two and

one-half (22.5) days of vacation as an advance of the first thirteen (13) pay periods vacation accrual.

6. County Manager shall be entitled to county payment of ICMA dues and reasonable expenses for attendance at conferences and meetings.

7. County Manager shall serve at the pleasure of the Board of Supervisors. However, in the event County chooses to terminate this agreement at any time, County Manager shall be entitled to sixty (60) days' advance written notice thereof and after such sixty (60) days, the County Manager shall receive payment of severance pay at the time of leaving the County in the amount equivalent to twelve (12) months' salary and benefits, or whatever amount is remaining on the contract not exceeding twelve (12) months, consistent with Government Code 53260. In addition, the County Manager shall be entitled to payment of accrued benefits to the same extent as all other senior managers of the County. In consideration for the foregoing, as well as the County's other obligations pursuant to this Agreement, County Manager agrees to provide the County with ninety (90) days' advance written notice of his intent to terminate his employment.

8. The Board shall evaluate at least annually, and usually in March, the performance of the County Manager. The specific appraisal process will be mutually agreed upon by the Board and the County Manager, but will include at minimum the review of specific performance goals and measures and the establishment of new performance goals and measures. At the time of evaluation the Board shall consider, and adjust as appropriate the compensation paid to the County Manager.

9. This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements or understandings, written or oral, between the parties pertaining to this subject matter. No other promises or agreements shall be binding upon the parties with

respect to this subject matter unless separately agreed to in a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
and year first above written.

Dated: _____

COUNTY OF SAN MATEO

By _____
President of the Board of Supervisors

ATTEST:

Clerk of the Board

Dated: _____

By _____
John L. Maltbie