

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

THIS AMENDMENT TO AGREEMENT entered into this ___ day of March, 2003, 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 redefine certain terms and conditions of the employment of the County Manager:

WITNESSETH

WHEREAS, the County Manager has been employed since March 6, 1989 pursuant to a written contract which has been amended from time to time, and

WHEREAS, the parties desire to amend the agreement dated November 17, 1998, and previously amended on December 18, 2001,

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

1. Paragraph 1 of said agreement is amended to read "County Manager is hereby employed as County Manager of the County of San Mateo and the term is extended to December 31, 2004."
2. Paragraph 6 of said agreement is amended to read "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. It is recognized that the County Manager may accumulate up to 650 hours of vacation and that any balance remaining at the time of his terminating his County employment will be paid to him in cash. In

order to reduce this County liability, the County Manager, at his option, may once each year receive a cash payment for up to 160 hours of accumulated vacation.”

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

Dated: _____

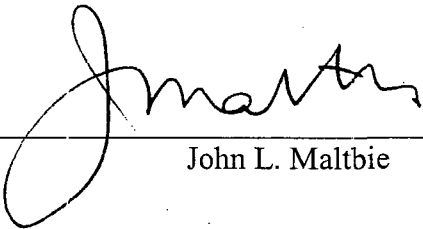
COUNTY OF SAN MATEO

ATTEST:

By _____
President, Board of Supervisors

Clerk of the Board

Dated: 3-4-03



John L. Maltbie