

**FIRST AMENDED AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND DAVID S. BOESCH, JR.
FOR SERVICES AS COUNTY MANAGER FOR THE PERIOD
JANUARY 1, 2009 TO DECEMBER 31, 2012**

THIS AMENDED AGREEMENT is entered into this _____ day of _____, 2009, between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and DAVID S. BOESCH, JR. (hereinafter referred to as "County Manager") as follows:

WITNESSETH

WHEREAS, the Board of Supervisors previously entered into a contract with David S. Boesch, Jr., dated November 18, 2008, whereby the Board employed David S. Boesch, Jr. as County Manager, for a term beginning on January 1, 2009 and terminating on December 31, 2009; and

WHEREAS, the Board of Supervisors desires to employ David S. Boesch, Jr. as County Manager for an additional term of three (3) years, and David S. Boesch, Jr. desires to accept such continued employment; and

WHEREAS, the Board and David S. Boesch, Jr. desire to set forth the terms and conditions of such employment in writing, which, with respect to salary and benefits, are unchanged from those set forth in the prior contract of employment;

NOW, THEREFORE, in consideration of the mutual covenants, terms and

conditions as hereinafter set forth, the parties agree as follows:

1. David S. Boesch, Jr. is hereby employed as County Manager of the County of San Mateo for a term originally beginning on January 1, 2009 through and including December 31, 2012.
2. County Manager shall devote his full-time efforts to the performance of the duties of County Manager.
3. Commencing on January 1, 2009, the annual salary of the County Manager shall be \$270,233.60, to be paid on a bi-weekly basis in the amount of \$10,393.60. The parties reserve the right to periodically increase this salary as may be mutually agreed. In light of the economy and difficult financial times facing the County, the County Manager agrees to defer discussions relative to a salary adjustment until March 31, 2011.
4. County Manager shall receive the standard county management compensation package currently in effect, or as may hereinafter be amended by the Board of Supervisors, with the exception that County Manager shall receive a transportation allowance of \$13,338.00 per year.
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. Notwithstanding any resolution or ordinance of this Board to the contrary, County Manager shall not have the right to cash out any portion of his accumulated

vacation at any other time than at termination of County employment.

6. County Manager shall be entitled to county payment of ICMA dues and reasonable expenses for attendance at conferences and meetings.
7. The County Manager shall serve at the pleasure of the Board of Supervisors. Notwithstanding any other provision of this Agreement, the Board may terminate this Agreement, without cause, upon thirty (30) days' written notice. The Board may immediately terminate the County Manager for serious and substantial cause, as defined by the County's Civil Service Rules.
8. The Board shall at least once annually evaluate the performance of the County Manager on or before July 1, 2010, and again on or before July 1, 2011 and July 1, 2012. 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. On or before September 30, 2012, the Board shall inform the County Manager of its intention to negotiate a new contract for services as County Manager beyond December 31, 2012, or alternatively, of its intention to terminate the County Manager's services effective on the termination date of this Agreement. In the event the Board determines to negotiate a new contract for services as County Manager beyond December 31, 2012, the Board shall undertake a salary survey in advance of the final negotiation of such extension. In the event that the Board elects not to renew the services of David S. Boesch, Jr. as County Manager pursuant to this paragraph, or otherwise terminates his service without cause, County Manager shall be entitled to three months' severance pay at the time of

leaving County employment in an amount equal to then applicable salary and benefits as specified in this Agreement; provided that such severance pay shall be terminated in the event, and at the time, that County Manager secures alternative employment.

9. This Amended Agreement shall be in full force and effect upon its execution by both the County and the County Manager, at which time the prior agreement for services, dated November 18, 2008, will be of no further force and effect.

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 _____
David S. Boesch, Jr.