



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
**County Counsel**



**DATE:** November 21, 2011  
**BOARD MEETING DATE:** November 29, 2011  
**SPECIAL NOTICE/HEARING:** Yes  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** John C. Beiers, County Counsel

**SUBJECT:** Consideration of Agreement with John L. Maltbie for Services as Acting County Manager

**RECOMMENDATION:**

Adopt a resolution authorizing and directing the President of the Board of Supervisors to execute an agreement with John L. Maltbie for services as Acting County Manager.

**BACKGROUND:**

On November 15, 2011, the Board voted unanimously to appoint John L. Maltbie as Acting County Manager effective December 1, 2011, subject to the negotiation of a written contract for services on terms acceptable to both parties. The Board appointed Supervisor Adrienne Tissier and Supervisor David Pine as a subcommittee of the Board to conduct negotiations on behalf of the Board. The Board also directed that the matter be set on the Board's November 29, 2011, special meeting agenda for consideration of any proposed agreement that might be negotiated by the Board's subcommittee and Mr. Maltbie.

**DISCUSSION:**

Pursuant to the terms of the Agreement, Mr. Maltbie shall be employed as Acting County Manager until such time as the Board appoints a new County Manager or until such time as the Agreement is terminated pursuant to its terms. The Agreement provides that Mr. Maltbie shall be employed as an extra help employee and shall be compensated at the rate of one hundred dollars (\$100) per hour. As an extra-help employee, Mr. Maltbie shall not work more than 960 hours in a fiscal year, and shall not receive vacation days, holiday time, compensatory time off, or sick leave. The Agreement further memorializes Mr. Maltbie's waiver of all County benefits including, but not limited to, retirement, medical, dental, vision, and any other benefits that would be received in connection with the County's standard management compensation package.

**FISCAL IMPACT:**

This action will result a maximum general fund expenditure of \$96,000 for FY2011-2012 and \$96,000 for FY2012-2013 in compensation as set forth in the Agreement

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT OF THE BOARD  
OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH JOHN L. MALTBIE FOR  
SERVICES AS ACTING COUNTY MANAGER**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby the County of San Mateo shall employ John L. Maltbie as Acting County Manager pursuant to the terms therein; and

**WHEREAS**, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

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

THIS AGREEMENT is entered into this \_\_\_\_ day of November, 2011,  
between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and  
John L. Maltbie (hereinafter referred to as "Maltbie" or Acting County Manager")  
as follows:

**WITNESSETH**

**WHEREAS**, pursuant to Article III, Section 303 of the County Charter, in  
the event of a vacancy, the Board of Supervisors (the "Board") shall immediately  
appoint an Acting County Manager until the appointment of a new County  
Manager; and

**WHEREAS**, the County desires to employ Maltbie as Acting County  
Manager commencing December 1, 2011, and Maltbie desires to accept such  
employment.

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

1. Maltbie is hereby employed as Acting County Manager of the County of San  
Mateo beginning on December 1, 2011, until such time as County appoints  
a new County Manager, or until such time as this Agreement is terminated  
pursuant to the terms set forth herein.
2. Maltbie shall devote his full-time efforts to the performance of his duties as  
Acting County Manager.

3. Commencing on December 1, 2011, the Acting County Manager shall be compensated at the rate of One Hundred dollars (\$100) per hour to be paid in accordance with the County's regular payroll practices.
4. Maltbie waives, and hereby declines, the receipt of any County benefits including, but not limited to, retirement, medical, dental, vision, and any other benefits that would be received in connection with the County's standard management compensation package. Maltbie also waives, and hereby declines, to receive a transportation allowance. Maltbie shall be employed in an extra-help status and shall not receive vacation days, holiday time, compensatory time off, or sick leave.
5. As Acting County Manager, Maltbie shall be entitled to county payment of ICMA dues and reasonable expenses for attendance at conferences and meetings.
6. As Acting County Manager, Maltbie shall serve at the pleasure of the Board. Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause, upon 15 days written notice. Maltbie agrees that he shall not be entitled to severance pay at the time of leaving County employment.
7. Pursuant to California Government Code §§ 825 and 995, *et seq.*, the County agrees to provide for the Acting County Manager's legal defense should an action be brought against him as an employee of the County in his official or individual capacity or both, on account of an act or omission in the scope of his employment with the County.

8. This Agreement shall be in full force and effect upon its execution by both the County and the Acting 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 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:\_\_\_\_\_

\_\_\_\_\_  
John L. Maltbie