

4/22/2011 12:08 pm

Position		Assistant DA			
Bargaining Unit		303 Management			
Grade		MA44			
Beginning Step		5			
Ending Step		5			
				Calculation Explanations	
1.	Salary	95,538.53		Calculation based on SalProjDA for FY 2011 from Auditor Meredith Ford (\$106,153.92) with a 10% reduction in pay	* Note 1
2.	FICA	5,923.39		Calculated at 6.2% of Salary	
3.	Medicare	1,385.31		Calculated at 1.45% of Salary	
4.	Retirement	15,625.41		From SalProjDA for FY 2011 from Auditor Meredith Ford since new rate had not been disclosed at time of calculations	
5.	Retirement Cola	6,971.44		From SalProjDA for FY 2011 from Auditor Meredith Ford since new rate had not been disclosed at time of calculations	
6.	Healthcare	5,492.48		Factoring in 2.115% reduction in health insurance Jan. 1, 2011	
7.	Total Personnel \$	<u>\$ 130,936.56</u>		Sum of #1 through #6	*Note 2
	minus retirement/ retirement cola	- 22,596.85			
	minus health insurance	- 5,492.48			
	Subtotal Employer Savings	<u>28,089.33</u>			
	New Personnel \$	<u>\$ 102,847.23</u>		Salary, FICA & Medicare only; retirement & health ins. forfeited	
	Total Personnel from #7 x 12%	\$ 15,712.39		\$130,936.56 x 12%	
8.	Contract Negotiated Compensation	<u>\$ 115,000.00</u>		\$130,936.56 - 12% = \$115,224.56 rounded to \$115,000	
9.	FICA	<u>\$ 6,621.60</u>		\$106,800 x 6.2%	
10.	Medicare	<u>\$ 1,667.50</u>		\$115,000 x 1.45%	
11.	Employer Taxes	<u>\$ 8,289.10</u>		Sum of #9 plus #10	
12.	Total Cost	<u>\$ 123,289.10</u>		Sum of #8 plus #11	
13.		<u>\$ 143,307.00</u>		#1 plus (#1 x 50%)	
14.	Employer Savings	<u>\$ 20,017.90</u>		#13 minus #12	*Note 3
*Note 1				Original salary plus benefit calculation for FY 2011 was \$142,404.08	
*Note 2				MC County Generic Personnel expense calculated at salary + benefits @ 50% x salary or \$95,538 + \$47,769 = \$143,307	
*Note 3				\$143,307 - \$123,289 = \$20,017.9 realized as employer cost savings per Assistant DA contract option	

4/22/2011 6:30 p.m.

BOS Agreement # _____

AMENDED COUNTY OF MENDOCINO EMPLOYMENT AGREEMENT

This Agreement is entered into this ____th day of April 2011, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **PAUL DAVID SEQUEIRA** (California State Bar Membership Number 116547), an individual attorney licensed to practice law in all courts of the State of California, hereinafter referred to as "EMPLOYEE".

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of Mendocino County Assistant District Attorney:

1. DUTIES AND RESPONSIBILITIES:

EMPLOYEE shall temporarily serve as the **Assistant District Attorney** for Mendocino County and carry out the duties and responsibilities, as forth in the Mendocino County Government Class Specifications for Class Title: Assistant District Attorney (Class Code: 7003), attached hereto and incorporated herein by reference. In summary, EMPLOYEE, under direction of the elected District Attorney and at the pleasure of the elected District Attorney, shall assist in administering and managing all functions of the department; to practice criminal law and certain types of civil law; and to do related work as required. This is an at-will, assistant department head position. EMPLOYEE shall be exempt from Civil Service and serves at the pleasure of the department head. Examples of duties include: confers with the District Attorney on matters of policy and procedure, and implements decisions; prepares and submits periodic managerial reports on organizational functions; acts for the District Attorney in the District Attorney's absence; assists in the preparation and monitoring of the budget; assists in the hiring of personnel and in developing performance evaluations; trains, directs and supervises attorney and non-attorney staff; trains law enforcement, other governmental agencies, and private citizens seeking the issuance of criminal and civil complaints, as authorized by law; files, negotiates, and tries criminal and civil cases; interviews witnesses on criminal and civil cases; advises and confers with the general public when information to which it is entitled to is sought; performs legal research; speaks to private and public organizations on matters relating to the department; reviews case dispositions; and supervises deputy prosecutors and staff.

2. TERM OF AGREEMENT:

The term of this Agreement shall be for the unfinished portion of District Attorney C. David Eyster's first term of office which commenced at noon on January 3, 2011. This agreement shall commence on May 1, 2011 and shall

continue in full force and effect during the period of time that C. David Eyster continues in the position of Mendocino County District Attorney. This employment may be renewed for additional terms, as necessary, at the discretion of the elected District Attorney. The terms and conditions of this employment may also be modified by agreement of the parties hereto, with express agreement of the Board of Supervisors, where necessary.

3. **COMPENSATION:**

COUNTY, in consideration of the covenants, conditions, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the term of this Agreement.

A. **Salary:**

COUNTY shall pay EMPLOYEE an annual salary of One Hundred Fifteen Thousand Dollars (\$115,000.00), payable on a bi-weekly basis. With the retirement and health-related benefits that EMPLOYEE is voluntarily waiving, it is calculated this position would have an approximate value of \$130,846.00 (without inclusion in the calculation management unit benefits. (See subsection 3(D) herein).) EMPLOYEE has been provided this information in advance, has considered same, and accepts employment with the aforementioned salary. He further supports and agrees that the difference between the full approximate value of benefits combined as stated and the cash salary to be paid shall inure to the benefit of the District Attorney's Office as salary and/or benefit savings.

Thus, in recognition of the foregoing statement and salary and with EMPLOYEE's express agreement, EMPLOYEE will **not** be enrolled in the Mendocino County Retirement 37 Act Plan.

In light of the foregoing salary and with EMPLOYEE's express agreement, the COUNTY will **not** match payments by EMPLOYEE up to an amount equal to 4% of EMPLOYEE'S base salary into the designated 457 plan on the EMPLOYEE'S behalf, in equal proportionate amounts each pay period.

COUNTY shall pay for EMPLOYEE'S professional dues for membership in the California State Bar and California District Attorneys' Association, and, at the discretion of the District Attorney, may pay for related conference travel for activities associated with such memberships as approved in the annual budget process.

COUNTY will also provide EMPLOYEE with a car allowance in the amount of \$400 per month less appropriate IRS deductions as required by the Auditor for County-related travel. In addition, EMPLOYEE may receive compensation for mileage at a rate to be determined by the Auditor's office for travel outside of the County of Mendocino, and in accordance with the County Travel Policy.

B. Vacation, Sick Leave, Holidays, Personal Leave:

a) Vacation. Upon appointment, EMPLOYEE shall accrue vacation at three weeks (21 days, or 168 hour) per year. EMPLOYEE shall be authorized to accrue a maximum of four hundred and forty (440) hours of vacation.

b) Sick Leave. Upon appointment, EMPLOYEE shall accrue sick leave at the maximum rate authorized for an appointed exempt EMPLOYEE.

c) Holiday. EMPLOYEE is entitled to paid holidays as set forth in Mendocino County Code section 3.04.190.

Upon separation from County employment, EMPLOYEE shall be paid for all accrued vacation time in accordance with County policy.

C. Health, Disability and Life Insurance Benefits:

In light of the aforementioned salary and with EMPLOYEE's express agreement, COUNTY will **not** provide health, vision, dental and comprehensive medical insurance for the EMPLOYEE and/or EMPLOYEE's family members.

COUNTY shall pay for \$50,000 life insurance and \$5,000 accidental death and dismemberment insurance.

D. Management Benefits:

EMPLOYEE shall received the equivalent management benefits afforded the management union attorneys, as outlined in the County of Mendocino and Mendocino County Management Memorandum of Understanding for the time period of April 22, 2007 through April 21, 2010 (and following agreements relating to the same terms and conditions), as follows:

- a) Education, Training and Health Flex Benefit Program;
- b) Wellness Programs;
- c) Computer Loan Program;

- d) Mileage and Expense Reimbursement; and
- e) Meal Allowances.

4. **TEMPORARY EMPLOYEE PERFORMANCE EVALUATION:**

COUNTY, through the District Attorney and at the discretion of the District Attorney, may review and evaluate EMPLOYEE'S performance three months from appointment and thereafter on an annual basis.

5. **TERMINATION:**

EMPLOYEE serves at the will of the elected District Attorney and shall be subject to termination without notice for any or no reason. EMPLOYEE may terminate this Agreement with ninety (90) days written notice to the District Attorney.

6. **WAIVERS OR MODIFICATION:**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of COUNTY and TEMPORARY EMPLOYEE.

7. **INTEREST OF CONTRACT TEMPORARY EMPLOYEE:**

TEMPORARY EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest. TEMPORARY EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code section 1090, and provisions of the Political Reform Act found in Government Code section 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

8. **INDEMNIFICATION:**

For purposes of indemnification and defense of legal actions, TEMPORARY EMPLOYEE shall be considered an full-time EMPLOYEE of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other TEMPORARY EMPLOYEES of the COUNTY.

9. **SEVERABILITY:**

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

10. **GOVERNING LAW:**

The laws of the State of California shall govern this Agreement.

11. **TIME:**

Time is of the essence.

12. **NOTICES:**

All notices that are required to be given by TEMPORARY EMPLOYEE to the District Attorney shall be in writing and delivered to Room G4 of the Mendocino County Superior Courthouse in Ukiah. All notices that are required to be given by the District Attorney or his agents to the TEMPORARY EMPLOYEE shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the TEMPORARY EMPLOYEE at the address entered below, such addresses may be changed by notice in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Agreement first above written.

TEMPORARY EMPLOYEE:

DATE: April ____, 2011

Paul David Sequeira

233 Metz Lane, Petaluma 94952

COUNTY OF MENDOCINO:

DATE: April ____, 2011

CHAIR, Board of Supervisors

APPROVED AS TO FORM
AND CONTENT:
C. DAVID EYSTER, District Attorney

By _____

APPROVED AS TO FORM
AND CONTENT:
JEANINE B. NADEL, County Counsel

By _____