

COUNTY OF MENDOCINO
AT-WILL EMPLOYMENT AGREEMENT
ASSISTANT DISTRICT ATTORNEY

THIS AGREEMENT, entered into this 8th day of December 2015, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Paul David Sequeira, an individual attorney licensed to practice law in all courts of the State of California (California State Bar Membership Number 116547), (hereinafter referred to as "ADA SEQUEIRA"). The Mendocino County District Attorney's Office is the REAL PARTY IN INTEREST, hereinafter referred to as "REAL PARTY." This Agreement shall supersede all prior employment agreements, finalized or otherwise, between these parties. The general intent of this agreement is to change Mr. Sequeira's employment from a full-time extra help employee to that of a limited term, at-will employee of the COUNTY.

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

1. DUTIES AND RESPONSIBILITIES:

ADA SEQUEIRA shall serve as the Assistant District Attorney for REAL PARTY and carry out the duties and responsibilities, as set 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, ADA SEQUEIRA, 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. ADA SEQUEIRA shall be exempt from Civil Service and will serve at the pleasure of the elected District Attorney.

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 length of District Attorney David Eyster's term as the elected District Attorney of Mendocino County. The terms and conditions of this employment agreement may be modified by agreement of the parties hereto, with express agreement of the Mendocino County Board of Supervisors, when and where necessary.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of ADA SEQUEIRA at any time.

3. COMPENSATION:

COUNTY, in consideration of the covenants, conditions, agreements, and stipulations agreed to by ADA SEQUEIRA, as set forth herein, hereby agrees to provide the following compensation and benefits to ADA SEQUEIRA during the term of this Agreement in exchange for an expected forty (40) hour work week.

A. Salary: COUNTY shall pay ADA SEQUEIRA the same base salary as that authorized for the Undersheriff job classification, Grade U48C at Step 5, payable in equal installments on a biweekly basis based on a 40 hour work week.

B. Professional Dues: REAL PARTY shall pay for ADA SEQUEIRA's professional dues for membership in the California State Bar, the California District Attorneys' Association, and may pay for related conference travel for activities associated with such memberships as approved in the annual budget process, all at the discretion of the District Attorney.

C. Travel Expenses: REAL PARTY shall pay ADA SEQUEIRA compensation for mileage in a private automobile at a rate in accordance with the County Travel Policy. REAL PARTY shall pay for common carrier expenses for ADA SEQUEIRA for travel authorized and pre-approved by the District Attorney.

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

Vacation: Notwithstanding any other County provision, ADA SEQUEIRA shall accrue vacation at three weeks (21 days, or 168 hours) per year. ADA SEQUEIRA shall be authorized to accrue a maximum of four hundred and forty hours (440) of vacation. ADA SEQUEIRA shall be paid for all accrued vacation time in accordance with County policy.

Sick Leave: Notwithstanding any other County provision, paid sick leave shall accrue for ADA SEQUEIRA at the rate of 1.25 days per month, or 15 days per year.

Holiday: ADA SEQUEIRA shall be entitled to the paid holidays, as listed in Mendocino County Code §3.04.190.

E. Life and Accidental Death and Dismemberment Insurance Benefits: COUNTY shall provide for \$50,000.00 life insurance and \$5,000.00 accidental death and dismemberment insurance through Mutual of Omaha.

F. Unrepresented Benefits: ADA SEQUEIRA shall receive the following equivalent benefits to those provided to unrepresented County employees as outlined in the current County of Mendocino and Mendocino County Department Head Association Memorandum of Understanding, (and following agreements relating to the same terms and conditions):

- 1) Education, Training and Health Flex Benefit Program
- 2) Wellness Programs
- 3) Mileage and Expense Reimbursement
- 4) Meal Allowances

G. Sensitive and Special Assignments: Overtime Pay: The Assistant District Attorney is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Assistant District Attorney and may be eligible for overtime on special assignments as approved by the District Attorney.

At the discretion of the District Attorney, ADA SEQUEIRA may work limited additional hours earning overtime pay at the rate of one hour for one hour worked for hours worked above the standard forty (40) hour business week when deemed necessary by the District Attorney for work on sensitive and special assignments.

The District Attorney agrees that additional hours and overtime pay shall not be allowed to increase the District Attorney's Office net county cost and shall be paid, if earned and approved by the District Attorney, from the District Attorney's asset forfeiture account.

4. PERFORMANCE EVALUATION:

REAL PARTY, by and through the District Attorney and at the discretion of the District Attorney, shall review and evaluate ADA SEQUEIRA'S performance on an annual basis.

5. TERMINATION:

ADA SEQUEIRA serves at the will of the elected District Attorney and shall be subject to termination without notice for any or no reason. ADA SEQUEIRA may terminate this contract with sixty (60) 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, REAL PARTY, and ADA SEQUEIRA.

7. INTEREST OF ADA SEQUEIRA:

ADA SEQUEIRA 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. ADA SEQUEIRA 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. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The COUNTY and/or REAL PARTY shall fix any such other terms and conditions of employment, as may be determined from time to time, relating to the performance of ADA SEQUEIRA, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the County of Mendocino Code, or any other law.

9. PROPERTY OF THE COUNTY AND/OR REAL PARTY:

It is mutually agreed that all materials, including but not limited to all evidence, files, research, notes, computerized indices, programs, documents, and any other stored or generated information or documents, prepared by ADA SEQUEIRA under this Agreement shall become the property of the REAL PARTY, and ADA SEQUEIRA shall have no property right therein whatsoever. Immediately upon termination or resignation, the COUNTY AND REAL PARTY shall be entitled to, and ADA SEQUEIRA shall deliver to the REAL PARTY or its designees, all materials that may have been prepared or accumulated to date by ADA SEQUEIRA in performing this Agreement.

10. INDEMNIFICATION:

For purposes of indemnification and defense of legal actions, ADA SEQUEIRA shall be entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

11. INTEGRATION:

The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto. Any amendments or modifications to this Agreement shall be effective only if in writing by mutual consent of the parties.

12. SEVERABILITY:

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

13. GOVERNING LAW:

The laws of the State of California shall govern this Agreement. The venue for any action to interpret and/or enforce this Agreement shall be the County of Mendocino.

14. TIME:

Time is of the essence.

15. NOTICES:

All notices that are required to be given by ADA SEQUEIRA to the District Attorney shall be in writing and delivered to REAL PARTY's Office Manager at the Mendocino County Superior Courthouse in Ukiah. All notices that are required to be given by the District Attorney or his agents to ADA SEQUEIRA 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 ADA SEQUEIRA at the address entered below. Such addresses may be changed by notice in writing, to the other party.

////

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

APPROVED AS TO CONTENT AS REAL PARTY:

ADA SEQUIERA

C. David Eyster, District Attorney

Paul David Sequiera

DEPARTMENT FISCAL REVIEW:

ADDRESS OF CONTRACTOR:

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: _____

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
Deputy

KATHARINE L. ELLIOTT,
Acting County Counsel

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

By: _____
Deputy

INSURANCE REVIEW:

FISCAL REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

By: _____
Deputy CEO/Fiscal