

COUNTY OF MENDOCINO
EMPLOYMENT AGREEMENT

This Agreement is entered into this 5th day of February, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Dale P. Trigg (California State Bar Membership Number 224522), 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 serve as the Assistant District Attorney for Mendocino County 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, the 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 employees; 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 District Attorney C. David Eyster's third term of office which begins on January 2, 2019. This agreement shall commence on the date of signature by the Board of Supervisors 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 base salary of One Hundred and Thirty-Five Thousand Dollars (\$135,000.00), payable on a biweekly basis. With retirement and medical benefits, it is calculated this position would have an approximate value of \$203,000 (See subsection 3(D) herein.) EMPLOYEE has been provided this information in advance, has considered same, and accepts employment with the aforementioned salary. If the Mendocino County Management Association negotiates a salary increase percentage for its members hereafter, the Assistant District Attorney shall receive the same percentage increase in base salary and on the same effective date.

If EMPLOYEE chooses to participate in the County Deferred Compensation Program, COUNTY shall match up to three percent (3%) of the employee's base salary. COUNTY deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

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.

EMPLOYEE shall receive compensation for mileage for business use of his private vehicle at a rate to be determined by the Auditor's office for travel approved by the District Attorney, and in accordance with the COUNTY Travel Policy.

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

- a) Vacation. Upon appointment, EMPLOYEE shall accrue vacation at three weeks (21 days, or 168 hours) 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.
- d) Upon separation from COUNTY employment, EMPLOYEE shall be paid for all accrued vacation time and sick leave in accordance with COUNTY policy.

C. Health, Disability and Life Insurance Benefits:

COUNTY shall make available health, vision, dental and comprehensive medical insurance for the EMPLOYEE and EMPLOYEE'S family members. The benefit levels of said coverage are described in the pertinent Mendocino County Plan Document for Active Employees, effective January 1, 2019.

See <https://www.mendocinocounty.org/government/human-resources/health-plan-summary-672>

In summary, the COUNTY pays a major portion of the cost required to provide benefits coverage. You are responsible for paying a portion of the cost of the plans you elect, if any. Your share of the cost will be paid automatically through payroll deductions on a before-tax or after-tax basis. Your cost of each plan depends on the plans you elect, and the number of dependents you want to enroll.

COUNTY shall pay for \$50,000 life insurance and \$5,000 accidental death and dismemberment insurance (doesn't apply to installing car seats).

D. Management Benefits:

EMPLOYEE shall receive the same management benefits as outlined in the County of Mendocino and Mendocino County Management Memorandum of Understanding for the time period of October 1, 2017 through September 30, 2019 (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.

E. Retirement Benefit

EMPLOYEE shall receive same retirement benefits as Mendocino County Management Association members. EMPLOYEES hired after January 1, 2013 are defined as "new members" under PEPRA and belongs to a new tier. "New members" will be subject to all applicable PEPRA provisions, which include the 2% at 62 formula.

4. EMPLOYEE PERFORMANCE EVALUATION:

COUNTY, by and 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 EMPLOYEE.

7. INTEREST OF CONTRACT EMPLOYEE:

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. 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, EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

IN WITNESS WHEREOF

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

By: C. David Eyster 12/27/18

CONTRACTOR:

By: [Signature]

Date: 12/27/18

NAME AND ADDRESS OF CONTRACTOR:

Dale P. Trigg

1641 Wildwood Road

Ukiah, CA 95482

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

COUNTY OF MENDOCINO

By: [Signature]

DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: FEB 06 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy

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: Karla Van Hagen
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 1/18/19

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____