

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT OF EMPLOYMENT** (“Agreement”) is entered into as of the date set forth below by and between the COUNTY of MONTEREY (“County” or “Employer”), on behalf of the Office of the Public Defender and Frank Dice (“Contractor-Employee”).

1. **Term.** The term of contract-employment shall commence on June 20, 2016 and continue until October 31, 2016 unless terminated in the manner provided in the Terms and Conditions of the Agreement. This agreement may be extended, if the parties mutually agree to do so in writing. In the event the contract is extended, all terms and conditions will remain in effect.
  
2. **Terms and Conditions.** Reference in this Agreement to the letters below shall be to the information set forth following each letter.
  - A. **Name of Contractor-Employee:** Frank Dice
  
  - B. **Department:** Public Defender
  
  - C. **County Job Title:** Management Specialist-Interim Public Defender
  
  - D. **Scope of Work/Job Duties:** Perform all duties and functions expected of a Public Defender within the best practices of the industry and under the laws of the State of California and the laws of the United States.
  
  - E. **Status of Contractor-Employee:** Contractor-Employee will perform services at approximately 80% of full time employment (classified as .80 FTE), recognizing that Contractor has outside part-time employment. In no event shall Contractor-Employee work more than 900 hours in a calendar year nor shall Contractor-Employee work more than 125 days pursuant to this agreement.
  
  - F. **Compensation:** Effective June 20, 2016 Contractor-Employee will be paid at the rate of a “Management Specialist, step 5,” which is an hourly rate of \$118.28 and is approximately equal to the Public Defender Salary step 7.
  
  - G. **Payment Method:** Contractor-Employee shall be paid in bi-weekly installments through the Auditor-Controller Department payroll system, commencing with the Employer’s first payroll after the beginning of the term hereof.
  
  - H. **Federal/State and Other Tax Liability; Retirement:** Federal, State and other tax liability shall be deducted by the Auditor-Controller’s Department each pay period from the Contractor-Employee’s wages. The Auditor-Controller shall not deduct California Public Employee System (PERS)

contributions from the Contractor-Employee’s wages nor shall the Auditor-Controller make PERS contributions on Contractor-Employee’s behalf.

- I. **Paid Time Off and Holiday Pay:** Contractor-Employee shall not be compensated for time off. Contractor-Employee shall not accrue paid time off leave balances nor be compensated for County holidays. Contractor-Employee shall not be entitled to collect PERS retirement benefits based upon services rendered pursuant to this agreement.
- J. **Overtime Status:** Contractor-Employee is exempt from FLSA and Overtime.
- K. **Discrimination, Sexual Harassment, Workplace Violence and Other County Policies:** The Employer has policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. Contractor-Employee’s signature on this Agreement constitutes Contractor-Employee’s promise to become and remain informed regarding such policies, and to fully comply therewith. Contractor-Employee shall comply with all County regulations, ordinances, policies procedures as adopted or amended from time to time, whether referenced in this Agreement or not.
- L. **Termination by Notice:** Either party may terminate the employment in its/his sole discretion without cause of penalty and conditioned only upon written notice by one to the other and effective immediately upon notice.

IN WITNESS WHEREOF, the parties have executed this EMPLOYMENT AGREEMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
**Manuel T. Gonzalez**  
Assistant County Administrative Officer

By: \_\_\_\_\_  
**FRANK W. DICE**  
ATTORNEY AT LAW

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

*Approved as to Fiscal Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Deputy Auditor/Controller**

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
**Deputy County Counsel**

Dated: \_\_\_\_\_