

**SIDE LETTER
BETWEEN CONTRA COSTA COUNTY AND
CONTRA COSTA COUNTY DEFENDERS ASSOCIATION**

This Side Letter is by and between the Contra Costa County Defenders Association ("Association") and the County of Contra Costa ("County") and is effective on _____ following approval of the Board of Supervisors. Nov. 1, 2021

This side letter amends the Memorandum of Understanding between the County and the Association (July 1, 2018 - June 30, 2022) under 25.2 - Public Defender Investigator Professional Expenses to increase the Public Defender Investigators' amount of reimbursement for professional expenses, and Section 42.2 - Deferred Compensation to include an additional sub-section (42.2 (G)) providing for a County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 43 - Non-Healthcare/Non-General Wage Re-Opener.

25.1 Deputy Public Defender Professional Expenses. The County shall reimburse each Deputy Public Defender up to a maximum of ~~six hundred dollars (\$600)~~ one thousand and two hundred dollars (\$1,200) for each fiscal year two (2) year period beginning on January 1, 2022, for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy Public Defender; and software and hardware from a standardized County approved list or with Department Head approval, provided each Deputy Public Defender complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

~~Any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars (\$800).~~

The County will pay, on behalf of Deputy Public Defenders, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a permanent Deputy Public Defender with the Contra Costa County Public Defenders' Office as of January 1 of each calendar year.

The Office of the Public Defender will notify the Auditor-Controller by January 10th of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20th.

The Office of the Public Defender will process payment and any required documentation to the State Bar of California by January 30, of each year.

25.2 Public Defender Investigator Professional Expenses. The County shall reimburse each Public Defender Investigator up to a maximum of two hundred fifty dollars (\$250) each fiscal year for the following types of expenses: membership dues in investigation/legal/professional associations; purchase of investigation/legal publications; and training travel costs for educational courses related to the duties of a Public Defender Investigator; and software and hardware from a standardized County approved list or with Department Head approval, provided each Public Defender Investigator complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Effective January 1, 2022, the maximum reimbursement amount will be increased to one

thousand and two hundred dollars (\$1,200) for each two (2) year period. This increase will be funded from the Association's portion of funds under Section 43 - Non-Healthcare/Non-General Wage Re-Opener. ~~Any unused accrual may be carried forward to the next fiscal year up to three hundred seventy five dollars (\$375).~~

42.2 Deferred Compensation.

A. Employees represented by the Association will be eligible to participate in the County's Deferred Compensation Plan. The County will contribute eighty-five dollars (\$85) per month to the deferred compensation accounts of all employees in the Public Defenders' Unit who participate in the County's Deferred Compensation Plan. To be eligible for this contribution, qualifying employees must:

1. Complete a County interest form and return it to the Benefits Service Unit,
2. Deposit the Qualifying Base Contribution Amount indicated below in his/her deferred compensation account, and
3. Maintain a minimum monthly contribution to the deferred compensation plan in the amount indicated below:

Current Monthly	Qualifying Base Contribution Amount Current	Monthly Base Contribution Amount For Maintaining Incentive Eligibility
\$2,500 and below	\$250	\$50
\$2,501 - 3,334	\$500	\$50
\$3,335 - 4,167	\$750	\$50
\$4,168 - 5,000	\$1000	\$50
\$5,001 - 5,834	\$1500	\$100
\$5,835 - 6,667	\$2000	\$100
\$6,668 & Above	\$2500	\$100

B. Only those contributions made to the Deferred Compensation Program as of the date the employee signs the County interest form qualify under the program as the "Qualifying Base Contribution Amount". If for any reason an employee's monthly contribution falls below the minimum amount required, the employee is no longer eligible for the County's eighty-five dollar (\$85) per month contribution and he/she must re-qualify for the contribution by again satisfying the above listed criteria.

C. **Special Benefit for Permanent Employees Hired on and after March 1, 2011:**

1. Beginning on June 1, 2011, and for the term of this MOU, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
 - a. The employee must be hired by Contra Costa County on or after March 1, 2011.

- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
 - c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
 - d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
 - e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
 - f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- D. **No Cross Crediting:** The amounts contributed by the employee and the County pursuant to Subsection C do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Incentive Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection C.
- E. **Maximum Annual Contribution:** All of the employee and County contributions set forth in Subsections A and C will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rates set forth in the United States Internal Revenue Code.
- F. **Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the Deferred Compensation Plan Loan Program. The Contra Costa County Public Defenders Association (CCCPDA) became eligible to apply for loans through the Contra Costa County Deferred Compensation Program effective June 26, 2012. The following is a summary of the provisions of the loan program:
- 1. The minimum amount of the loan is \$1,000.
 - 2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
 - 3. The maximum amortization period of the loan is five (5) years.
 - 4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
 - 5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
 - 6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.

7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

G. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 43 – Non-Healthcare/Non-General Wage Re-Opener):

The County shall provide a monthly deferred compensation contribution to eligible employees in the Contra Costa County Defenders Association who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the additional contribution will be limited to eligible Public Defender Investigators Unit employees. The pro-rata amount for each Public Defender Investigators Unit employee will be determined by dividing \$33,000 by the number of eligible Public Defender Investigators Unit employees enrolled in the County's deferred compensation program on October 10, 2021. This contribution amount will be distributed proportionately on a monthly basis, starting November 10, 2021, for the remainder of the 2021 calendar year.

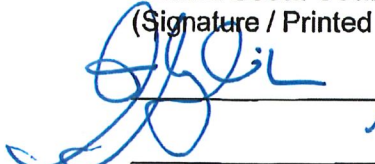
For all subsequent years, the additional contribution will be available to eligible employees in the Public Defender Investigators Unit and Deputy Public Defender-Fixed Term (Job Code – 25WB) classification. After funding the increased reimbursement amount effective January 1, 2022, under Section 25.2 - Public Defender Investigator Professional Expenses, any remaining funds pursuant to Section 43 - Non-Healthcare/Non-General Wage Re-Opener, are to be applied to this contribution. The pro-rata amount for each employee is determined for the applicable year by dividing these remaining funds by the number of eligible employees in these positions who are enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the amount of remaining funds under Section 43 and the number of employees in these positions who are enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.


The terms of this Side Letter are effective in the calendar year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Association. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 43 – Non-Healthcare/Non-General Wage Re-opener for the Association. The Parties further acknowledge and agree that Section 5.15.C. of the MOU was satisfied with the addition of Section 43 to the MOU and that no new or modified benefits negotiated during the Non-Healthcare/Non-General Wage Re-opener negotiations by the Deputy District Attorneys Association apply to the classifications covered by Section 5.15.C. of the MOU. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and the Contra Costa County Defenders Association (July 1, 2018 -June 30, 2022) remain unchanged by this Side Letter.

Date: 10/6/21

Contra Costa County:
(Signature / Printed Name)

 / Alvan Mangalindan

CCC Defenders Association:
(Signature / Printed Name)

 / Sarah Eisenhart

