

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF YOUNTVILLE
AND
SAMANTHA HOLLAND-WAGNER**

THIS AGREEMENT, effective upon the date of execution by the Town Council, by and between the TOWN OF YOUNTVILLE (the Town), a municipal corporation, and Samantha HOLLAND-WAGNER (HOLLAND-WAGNER or Parks and Recreation Director), defines the terms and conditions under which HOLLAND-WAGNER will function as Parks and Recreation Director. The Town and Parks and Recreation Director agree as follows:

RECITALS

The Town desires to employ the services of HOLLAND-WAGNER as Parks and Recreation Director of the Town of Yountville, and HOLLAND-WAGNER accepts the offer of employment on the terms and conditions set forth herein.

AGREEMENT

1. Employment.

a. Appointment of Parks and Recreation Director Samantha HOLLAND-WAGNER is hereby appointed to the position of, and designated as, Parks and Recreation Director. (hereafter position is collectively referred to as " Parks and Recreation Director ") for the Town of Yountville.

b. Term of Agreement. This Agreement shall become effective as of the date hereof and will continue in effect until terminated as provided herein.

2. Powers, Duties, and Responsibilities.

Parks and Recreation Director shall be vested with such powers, duties, and responsibilities as set forth in Chapter 2.28 of the Yountville Municipal Code and the applicable provisions of the Government Code, which are incorporated by reference herein. In addition, Parks and Recreation Director shall perform such other duties as may be assigned by the Town Council, which are consistent with the position of Parks and Recreation Director, without additional compensation. Parks and Recreation Director duties may be modified from time to time by the mutual consent of the Town and Parks and Recreation Director without resulting in a rescission of this Agreement. The mutual consent of the Town and Parks and Recreation Director shall constitute execution of that modification, and the employment of Parks and Recreation Director shall be construed as continuing under this Agreement as modified.

3. Conflicts of Interest.

Parks and Recreation Director shall not engage in any activity that is a conflict of interest, or is incompatible with his office, duties and responsibilities. Parks and Recreation Director understands that he shall be subject to and abide by all applicable provisions of the Political Reform Act (Gov.Code Sections 81000 and following).

4. Performance Review.

Parks and Recreation Director and the Town Manager will meet no less than June 2011 initially and no less frequently than October annually thereafter (or use the current Management Team Review Program date) The Parks and Recreation Director and the Town Manager shall meet for the purpose of discussing and reviewing the performance of the Director and of the Town under this Agreement, and to review other matters such as administrative relations, compensation, scope of duties or any other matter that may affect the relation of the parties.

5. Compensation of Parks and Recreation Director.

a. Salary. Effective June 7, 2010, Parks and Recreation Director annual salary shall be \$86,000, (\$7,166.67 per month). Parks and Recreation Director's salary and compensation shall be reviewed one year from date of hire, and no less than annually thereafter at the time of Parks and Recreation Director performance review. The Director shall be eligible for an increase in annual salary to \$90,000 per year (\$7,500 per month) upon completion of 12 months of employment and a positive performance review by Town Manager). Salary range for the Parks and Recreation Director shall be adjusted for cost-of-living increases when such increases are granted to other employees of the Town. The timing and amounts of any salary and compensation adjustments shall be in the Town Manager's sole discretion, except that Parks and Recreation Director's salary will not be reduced without the consent of Parks and Recreation Director or unless a reduction is applied to all employees.

b. Public Employees' Retirement System 2.7% at 55 (PERS). The Town agrees to pay the full cost (employee and employer share) for the Public Employees' Retirement System as contracted by the Town with the State of California.

c. Health and Dental Plans. The Town of Yountville shall contribute an amount equal to the cost of the Kaiser Health plan provided to employees through the PERS Health program. The cost shall be determined for each insurance coverage type as currently defined by PERS Health Program: employee only, employee and one (1) dependent and employee and two (2) plus dependents. Any balance owed by the employee for a plan selected which costs more than the contribution provided for by the Town shall be deducted by use of payroll deduction upon effective date of health

benefits. The Town will pay full cost of dental plan available through the Town for Parks and Recreation Director and dependents.

d. Life Insurance. The Town shall provide Parks and Recreation Director a life insurance policy covering 100% of employees annual salary, subject to a maximum of \$150,000.

e. Sick Leave. The Town will credit Parks and Recreation Director with twelve (12) days sick leave per year. Sick leave will accrue at the rate of eight (8) hours per month.

f. Deferred Compensation. The Town will match on a 50/50 (Town 50%, employee 50%) basis up to a maximum of 7% of monthly salary or the IRS maximum amount on a 50/50 to Parks and Recreation Director's designated, Town approved, Deferred Compensation Plan.

g. Administrative Leave. Parks and Recreation Director shall devote her full time to this position and shall not be eligible for any overtime compensation. In lieu of any overtime compensation, Parks and Recreation Director shall receive eighty (80) hours per year as reimbursement for attending evening and weekend meetings and other events requiring representation of the Town.

Hereafter, by June 30 of each year, the Town may buy back fifty percent (50%) of Parks and Recreation Director's accrued unused leave up to a maximum of forty (40) hours. Any remaining balance is non-cumulative.

h. Vacation Leave. Parks and Recreation Director shall receive five (5) days of paid vacation upon date of hire and accrue up to 15 vacation leave days during the first year (adjusted on a pro-rata basis) and 15 days annually per year thereafter. Parks and Recreation Director is subject to the same rules that apply to other employees regarding the accumulation of vacation time and payment for unused vacation time upon separation.

i. Post Retiree Medical Benefits Employee agrees that if within first five (5) years of employment, the Town implements a change in its post retiree medical program (such as a Health Reimbursement Arrangement or other program as an example) that employee will convert to such new program.

j. Community and Professional Benefits. The Town encourages Parks and Recreation Director to participate in local civic organizations. In recognition of this responsibility, the Town will pay for general expenses such as membership in service clubs, acquisition of professional books, magazines, software, and professional education. In addition, the Town recognizes the responsibility of Parks and Recreation Director to participate in professional growth activities for the benefit of the Town. The Town hereby agrees to budget and to pay for the Parks and Recreation Director's

expenses involved in such activities as attendance at the annual California Park and Recreation Society Conference and such other meetings, seminars, and conferences that may from time to time be authorized by the Town Manager. The Town further agrees to budget for and reimburse Parks and Recreation Director for professional dues for the related professional related dues subject to Town Manager's approval.

k. General Benefits. Except as they may conflict with other provisions of this Agreement or with Parks and Recreation Director's status as an "at will" employee, Parks and Recreation Director shall be subject to all observed leaves, benefits and policies applicable to general Town employees as set forth in the Town of Yountville Personnel Rules and Memorandum of Understanding.

6. Termination of Employment. This Agreement may be terminated as follows:

a. By Mutual Agreement. The Town Manager and Parks and Recreation Director may terminate this Agreement by mutual written agreement.

b. Termination by Town Manager. The Town Manager may, in its sole and unrestricted discretion, terminate this Agreement for no cause as set forth in Yountville Municipal Code Section 2.28.020. In recognition of Parks and Recreation Director's professional status and integrity, Parks and Recreation Director and Town Council may prepare a joint public statement to be made by the Town Council at the public meeting when the termination is confirmed, at Parks and Recreation Director's request. In such an event, the public announcement will state that Parks and Recreation Director has resigned.

c. Severance Pay. If the Town Manager terminates this Agreement while Parks and Recreation Director is still willing and able to perform the duties of Parks and Recreation Director, Parks and Recreation Director shall be entitled to three (3) months' severance pay; defined as base salary plus costs of health, dental, and life insurance plans. No time served by Parks and Recreation Director after notice of the termination shall be debited from the period of severance pay, except if termination of Parks and Recreation Director is due to an offense involving moral turpitude, then Town shall have no obligation to pay severance.

d. Resignation by Parks and Recreation Director. Parks and Recreation Director may resign by giving Town at least 30 days advance written notice of the effective date of the resignation. In no event, however, shall Parks and Recreation Director resign from the position during the months of May and June unless the Department operating budget and any appropriate Capital Improvement Program (CIP) budget has been prepared.

e. Rights and Remedies of Parks and Recreation Director Upon Termination. If this Agreement is terminated by the Town Council, Parks and

Recreation Director expressly acknowledges and agrees that she is not entitled to any name-clearing hearing, administrative appeal, or other due process.

f. Administrative Leave. The Town Council may place Parks and Recreation Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

g. At Will Employment. The parties recognize and affirm that: (1) Parks and Recreation Director is an "at will" employee whose employment may be terminated by the Town Manager without cause, (2) there is no express or implied promise made to Parks and Recreation Director for any form of continued employment and (3) upon termination of this Agreement, Parks and Recreation Director understands that he has no right to any further employment, in any capacity, with the Town. This Agreement is the sole and exclusive basis for an employment relationship between Parks and Recreation Director and the Town.

7. General Provisions.

a. Notices. Any notices to be given by either the Town or the Parks and Recreation Director to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Town Manager and Parks and Recreation Director at 6550 Yount Street, Yountville, California, but each of them may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

b. Attorneys' Fees and Costs. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

c. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Town and Parks and Recreation Director with respect to the employment of Parks and Recreation Director by the Town and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. The Town and Parks and Recreation Director each acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Except as set forth herein, this Agreement may only be amended by a written agreement signed by the parties.

d. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining

provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

e. Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

"Exhibit A"
Job Description



TOWN OF YOUNTVILLE
JOB DESCRIPTION

PARKS AND RECREATION DIRECTOR

DEFINITION

Responsible for the overall planning, organizing, staffing, directing, implementing, reviewing and evaluating the activities of the Parks and Recreation Department and other related community services and programs; performs other work as required. Provides staff assistance to the Town Manager and Town Council.

DISTINGUISHING CHARACTERISTICS

The Parks and Recreation Director is responsible for planning, coordinating, administering, reviewing and evaluating a broad program of community services including but not limited to: recreation services, community pool and related facilities; recycling programs; public information and marketing; special event management; transit operations and community promotions and marketing.

SUPERVISION RECEIVED/EXERCISED

Policy direction is provided by the Town Council and administrative direction is provided by the Town Manager. Supervisory duties entail direct supervision of the Recreation Manager, Recreation Supervisor, Recreation Coordinator, Administrative Assistant, part-time staff and indirect supervision of other associated staff; may supervise other staff on a project basis.

ESSENTIAL DUTIES

Responsible for managing the daily operations as well as the long range planning of the Parks and Recreation Department, all of its services and facilities. Supervises department personnel including the hiring, training, evaluation, and discipline; mentor and develop employees and fostering creativity. Oversees, develops and implements administrative procedures and policies associated with recreation programs and facilities. Reviews and analyzes the effectiveness of departmental services and makes necessary improvements. Prepares and monitors the annual budget, makes recommendations regarding fees and fee collections; Provides staff support to various committees as assigned including the Parks and Community Services Commission,, Recycling and Resource Conservation Committee, and other ad hoc committees. Works collaboratively with citizen and other public groups agencies and organizations to bring about coordinated, effective delivery of recreation, Community Center and other related community services. Prepares reports and studies related to recreation programs,

capital improvements, facility maintenance and other assigned activities. Organizes and develops volunteer programs; assists in the planning and organizing of community events; coordinates, develops, distributes various public information and marketing materials related to Town services and programs including the administration of the Town newsletter; prepares and monitors grants; assists in the planning, financing and development of recreational facilities and Community Center renovation and expansion; responds to and resolves difficult and sensitive citizen inquiries and complaints; performs others related duties and special projects as assigned by the Town Manager.

QUALIFICATIONS

Experience/ Education

Sufficient experience and education in municipal recreation, public or business administration or a related field. A typical way of obtaining the required qualification is to possess the equivalent to 5 years of increasing responsible, professional experience including experience in public facility and recreation services management including at least 3 years administrative or supervisory experience. Must possess the equivalent of a Bachelors Degree from an accredited educational institution with major course work in municipal recreation, facility management, public administration or a related field.

Knowledge/Skill/Ability

Knowledge of: philosophies, trends, principles and techniques of community recreation service administration and public facility management; Principles and methods used in public administration; program planning and techniques related to community and recreational services and facilities; Principles of personnel management, supervision and training; budget techniques and public facility management operations and maintenance; marketing and public relations principles and techniques. Recycling/conservation management principles and trends; Special event planning and promotion.

Ability to: analyze problems, identify alternative solutions, and implement recommendations in support of goals; Evaluate effectiveness of community services and assist in setting goals and priorities for program delivery; Develop recreational programs adapted to the particular needs of the community. Communicate clearly and effectively both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work. Write and monitor grants; operate current computer systems and software including data base and spreadsheet applications; develop and monitor contracts, policies and procedures. Plan and organize work effectively; Make decisions at the department head level; comprehend major policy, operational, and personnel problems and draw valid conclusions; Supervise, evaluate and direct assigned staff, professional personnel ; Establish and maintain cooperative working relationship with representatives of other agencies and the public;

Working Conditions

Position requires sitting, standing, walking on level and slippery surfaces, climbing, reaching, twisting, turning, kneeling, bending, stooping, squatting and crouching in the performance of daily activities. The position also requires near, far and color vision while performing duties related to observance of activities in the Community Center and maintenance needs and reviewing contracts and developing promotional materials. The position requires grasping, repetitive hand movement and fine coordination when writing and typing reports and other documents. The incumbent also must be available to attend meetings in various other Towns and cities, work irregular or extended hours to attend various meetings and community events and work with constant interruptions, and at times, with demanding, angry and violent clients when discussing Town programs and services.

Special Requirements:

Possession of an appropriate California Operator's license issued by the State Department of Motor Vehicles. Red Cross CPR, First Aid, AE or ability to obtain and maintain within one year of hire.

"Exhibit B"

**TOWN OF YOUNTVILLE
PARKS AND RECREATION DIRECTOR COMPENSATION AND BENEFITS**

COMPENSATION: **\$86,000 per year**
Approved Salary Range as of July 2010: \$82,145 to \$104,964

EMPLOYEE BENEFIT	YOUNTVILLE EMPLOYEES ASSOCIATION	DEPARTMENT HEADS
Health Care Contribution for Medical & Dental Insurance	The Town of Yountville shall contribute an amount equal to the cost of the Kaiser Health plan. Dental Insurance: full coverage cost	The Town of Yountville shall contribute an amount equal to the cost of the Kaiser Health plan. Dental Insurance: full coverage cost
Deferred Compensation Match	The Town will match on a 50/50 (Town 50%, employee 50%) basis up to a maximum of 7% of monthly salary or the IRS maximum.	The Town will match on a 50/50 (Town 50%, employee 50%) basis up to a maximum of 7% of monthly salary or the IRS maximum.
Prescription Eyewear Program	\$ 400.00 per year	\$ 400.00 per year
Wellness Program	\$ 40.00 per month	\$ 40.00 per month
Community & Professional Development Allowance	Reimbursement based on actual costs per Town Manager approval	Reimbursement based on actual costs per Town Manager approval

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