

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWN OF YOUNTVILLE  
AND  
GRAHAM WADSWORTH**

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 Graham WADSWORTH (WADSWORTH or Public Works Director), defines the terms and conditions under which WADSWORTH will function as Public Works Director. The Town and Public Works Director agree as follows:

**RECITALS**

The Town desires to employ the services of WADSWORTH as Public Works Director of the Town of Yountville, and WADSWORTH accepts the offer of employment on the terms and conditions set forth herein.

**AGREEMENT**

**1. Employment.**

a. Appointment of Public Works Director Graham WADSWORTH is hereby appointed to the position of, and designated as, Public Works Director. (hereafter position is collectively referred to as " Public Works 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.**

Public Works 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, Public Works Director shall perform such other duties as may be assigned by the Town Council, which are consistent with the position of Public Works Director, without additional compensation. Public Works Director duties may be modified from time to time by the mutual consent of the Town and Public Works Director without resulting in a rescission of this Agreement. The mutual consent of the Town and Public Works Director shall constitute execution of that modification, and the employment of Public Works Director shall be construed as continuing under this Agreement as modified.

**3. Conflicts of Interest.**

Public Works Director shall not engage in any activity that is a conflict of interest, or is incompatible with his office, duties and responsibilities. Public Works 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.**

Public Works Director and the Town Manager will meet no less than July 2010 initially and no less frequently than October annually thereafter ( or use the current Management Team Review Program date) The Public Works 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 Public Works Director.**

a. Salary. Effective July 27, 2009, Public Works Director annual salary shall be \$118,000, (\$9833 per month. Public Works Director's salary and compensation shall be reviewed one year from date of hire, and no less than annually thereafter at the time of Public Works Director performance review. The Director shall be eligible for an increase in annual salary to \$125,000 per year (\$10,417 per month upon completion of 12 months of employment and a positive performance review by Town Manager). Salary range for the Public Works 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 Public Works Director's salary will not be reduced without the consent of Public Works 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 beginning January 1, 2010, upon implementation of new rates for calendar year 2010. The Town will pay full cost of dental plan available through the Town for Public Works Director and dependents.

d. Life Insurance. The Town shall provide Public Works Director a \$50,000 term life insurance policy.

e. Sick Leave. The Town will credit Public Works 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 Public Works Director's designated, Town approved, Deferred Compensation Plan.

g. Administrative Leave. Public Works Director shall devote his full time to this position and shall not be eligible for any overtime compensation. In lieu of any overtime compensation, Public Works 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 Public Works Director's accrued unused leave up to a maximum of forty (40) hours. Any remaining balance is non-cumulative.

h. Vacation Leave. Public Works 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. Public Works 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 Public Works 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 Public Works Director to participate in professional growth activities for the benefit of the Town. The Town hereby agrees to budget and to pay for the Public Works Director's expenses involved in such activities as attendance at the annual California Public Works Director's 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 Public Works 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 Public Works Director's status as an "at will" employee, Public Works 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. **Indemnification.** The Town shall defend, hold harmless and indemnify WADSWORTH against any lawsuit pursuant and subject to the provisions and limitations of the California Government Code section 825, provided such lawsuit is against WADSWORTH for acts within the course and scope of his employment. The Town may decline to defend and / or indemnify only as permitted by the California Government Code. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom.

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

a. **By Mutual Agreement.** The Town Manager and Public Works 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 Public Works Director's professional status and integrity, Public Works 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 Public Works Director's request. In such an event, the public announcement will state that Public Works Director has resigned.

c. **Severance Pay.** If the Town Manager terminates this Agreement while Public Works Director is still willing and able to perform the duties of Public Works Director, Public Works Director shall be entitled to four (4) months' severance pay; defined as base salary plus costs of health, dental, and life insurance plans. No time served by Public Works Director after notice of the termination shall be debited from the period of severance pay, except if termination of Public Works Director is due to an offense involving moral turpitude, then Town shall have no obligation to pay severance.

d. **Resignation by Public Works Director.** Public Works 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 Public Works Director resign from the position during the months of May and June unless the Capital Improvement Program (CIP) budget has been prepared and approved.

e. **Rights and Remedies of Public Works Director Upon Termination.** If this Agreement is terminated by the Town Council, Public Works 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 Public Works 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) Public Works 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 Public Works Director for any form of continued employment and (3) upon termination of this Agreement, Public Works 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 Public Works Director and the Town.

**8. General Provisions.**

a. Notices. Any notices to be given by either the Town or the Public Works 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 Public Works 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 Public Works Director with respect to the employment of Public Works 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 Public Works 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.

Date: 7/7/09

[Signature]  
Steven Rogers, Town Manager

APPROVED AS TO FORM:

[Signature]  
Amy Valukevich, Town Attorney

Date: June 26, 2009

[Signature]  
Graham Wadsworth, Public Works Director

ATTEST:

[Signature]  
Michelle Dahme, Town Clerk

"Exhibit A"  
Job Description

TOWN OF YOUNTVILLE  
JOB DESCRIPTION

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**PUBLIC WORKS DIRECTOR**

**GENERAL PURPOSE**

Performs complex supervisory, administrative and professional work in planning, organizing and directing the various operations of the Public Works Department, including environmental, water, wastewater, traffic control, equipment maintenance facility, engineering operations and permit process, development review and other public works projects and programs; to coordinate assigned activities with Town departments, outside consultants and outside agencies; to provide highly responsible and complex administrative support to the Town Manager's Office; and to act as a member of the Town's management team.

If a licensed Professional Engineer in the State of California, may be designated as Town Engineer.

**SUPERVISION RECEIVED**

Works under the broad policy guidance and direction of the Town Manager.

**SUPERVISION EXERCISED**

Exercises administrative direction over the Public Works department staff including Public Works Supervisor/Manager, Wastewater Treatment Plant Supervisor/Manager, contracted engineering operations and indirect supervision over clerical, administrative, Public Works maintenance and professional staff as assigned. Provides management direction and support to contracted Town Engineer consultant or firm. This is a Fair Labor Standards Act (FSLA) exempt position.

**ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative only)**

Plans, organizes, coordinates, supervises, and evaluates programs, plans, services, staffing, equipment, and infrastructure of the Public Works Department.

Supervises department managers, public works staff, and consultant providers, either directly or through subordinate staff.

Establishes goals and objectives for departmental operations and implements appropriate strategies to achieve departmental goals consistent with Town purposes.

Determines work procedure, schedules, and expedites workflow.

Issues written and oral instructions. Maintains regular and effective communications with departmental employees and contracted consultants and vendors.

Assigns duties and reviews employee performance for conformance to established work performance standards and policies and procedures.

Studies and standardizes department policies and procedures to improve efficiency and effectiveness of operations. Manages the department's operations consistent with Town policies and procedures, and applicable State and Federal regulations.

Maintains harmony among workers and resolves grievances as is appropriate.

Leads, motivates, counsels, or otherwise guides individual employees to understand the role they play within the overall organization as compared to their own personal agenda. "Sets the example".

Responsible for oversight of preparation and documentation of departmental budget requests; administers adopted budget in assigned area of responsibility.

Evaluates public works needs and formulates short and long range plans in all areas of responsibility, including water, wastewater, environmental issues, engineering operations and permits processing, and development review when involving the Town.

Responsible for the review of private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.

Responsible for the development (and update) and implementation of the Comprehensive Wastewater Plan, Comprehensive Water Plan, the Capital Improvement Program (CIP), the Town's Fleet Maintenance Operations and other operational plans involving the Town's infrastructure systems.

Responsible for the oversight and/or the preparation of engineering plans and specifications, contract bidding, evaluation of competency of contractors and vendors, determination of the selection criteria for public contracts and the management of the contractor/vendor relationship.

Provides direct and oversees project management for the construction of the municipal public works projects and other assigned projects to ensure contractor compliance with time and budget parameters for the project.

Manages contracts and performance of contracted consultants and/or firms contracted to the Town to work on public works projects including but not limited to the quality of work, meeting terms and conditions of contract, performance and timeline targets, budget compliance, and overall effectiveness of the consultant or firm.

Responsible for the maintenance of infrastructure and other records.

Responds to public and other inquiries related to department policies and procedures. Evaluates issues and options regarding municipal public works and makes recommendations.

Maintains regular contact with other consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding the Town's Public Works related activities and services.

Monitors inter-governmental actions which may affect Town public works related operations.

### **PERIPHERAL DUTIES**

Assists in and supports the training and development of personnel in the Public Works Department.

Represents the Town at various meetings and conferences.

Performs general management duties for the Town Manager as assigned and may serve as Acting Town Manager when directed or in the absence of the Town Manager.

Serves as a member of various Town employee committees, and may serve as management liaison to Town committees and other groups as assigned.

May serve as Town designee to regional and County bodies, task forces, joint powers authorities, etc.

### **MINIMUM QUALIFICATIONS**

#### **Education and Experience:**

- A. Graduation from a four-year college or university with a degree in civil engineering, public administration or closely related field, Master's Degree highly desirable; and

- B. Minimum of six (6) years public works experience including at least two (2) years experience with utility operations at a supervisory level or greater highly desirable; or
- C. Any equivalent combination of education and experience.

**Necessary Knowledge, Skills, and Abilities:**

- A. Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; Thorough knowledge of applicable municipal policies, laws and regulations affecting Public Works and Utility operations activities;
- B. Skill in operating the listed tools and equipment.
- C. Ability to communicate effectively, orally and in writing with employees, consultants, other governmental agency representatives, municipal officials and the general public; Ability to conduct necessary research and compile comprehensive reports.

**SPECIAL REQUIREMENTS**

- A. Ability to obtain and maintain a valid California driver's license;
- B. Ability to obtain appropriate job related certifications.
- C. To be eligible for Professional Engineer Certification Pay must possess registration as a Professional Engineer (P.E.) in California.

**TOOLS AND EQUIPMENT USED**

Personal computer, including work processing, spreadsheet, and data base; motor vehicle; phone, cell phone, radio, fax, and copy machine.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office setting. Some outdoor work is required in the inspection of various land use development, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee may be required to sit and stand for prolonged periods of time.

While performing the duties of this job, the employee is occasionally required to walk, use hands to finger, handle, feel or operate object, tools, or controls, and reach with

hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, talk or hear, and smell.

The employee must occasionally lift and/or move between 30 - 60 pounds

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet, humid, and/or freezing conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate, however, while performing the duties of this job, the employee occasionally works near equipment and machinery with exposure to high levels of noise of varying frequency and amplitude.

### **SELECTION GUIDELINES**

Formal application, rating of education and experience, oral interview and reference check and job related test may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**"Exhibit B"**

**TOWN OF YOUNTVILLE  
PUBLIC WORKS DIRECTOR COMPENSATION AND BENEFITS**

**COMPENSATION:**

**\$118,000 per year**

<b>EMPLOYEE BENEFIT</b>	<b>YOUNTVILLE EMPLOYEES ASSOCIATION</b>	<b>DEPARTMENT HEADS</b>	<b>TOWN MANAGER</b>
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	Medical Insurance: up to the cost of the 2 <sup>nd</sup> ranked plan  Dental Insurance: full coverage cost
Deferred Compensation Match	up to 7% of salary	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.
Additional Insurance Benefit Allowance			\$ 100.00 per month
Auto Allowance			\$ 400.00 per month
Prescription Eyewear Program	\$ 400.00 per year	\$ 400.00 per year	\$ 400.00 per year
Wellness Program	\$ 40.00 per month	\$ 40.00 per month	\$ 40.00 per month
Community & Professional Development Allowance			Reimbursement based on actual costs per Town Manager approval