

EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF YOUNTVILLE
AND
SANDRA SMITH

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 Sandra SMITH (SMITH or Planning/Building Director), defines the terms and conditions under which SMITH will function as Planning/Building Director. The Town and Planning/Building Director agree as follows:

RECITALS

The Town desires to employ the services of SMITH as Planning/Building Director of the Town of Yountville, and SMITH accepts the offer of employment on the terms and conditions set forth herein.

AGREEMENT

1. Employment.

a. Appointment of Planning/Building Director SANDRA SMITH is hereby appointed to the position of, and designated as, Planning/Building Director (hereafter position is collectively referred to as "Planning/Building 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.

Planning/Building Director shall be vested with such powers, duties, and responsibilities as set forth in Chapter 2.40 of the Yountville Municipal Code and job descriptions, which are incorporated by reference herein. In addition, Planning/Building Director shall perform such other duties as may be assigned by the Town Council, which are consistent with the position of Planning/Building Director, without additional compensation. Planning/Building Director duties may be modified from time to time by the mutual consent of the Town and Planning/Building Director without resulting in a rescission of this Agreement. The mutual consent of the Town and Planning/Building Director shall constitute execution of that modification, and the employment of Planning/Building Director shall be construed as continuing under this Agreement as modified.

3. Conflicts of Interest.

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

4. Performance Review.

The Planning/Building Director and the Town Manager shall meet at least annually 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 Planning/Building Director.

a. Salary. Effective January 7, 2014, Planning/Building Director annual salary shall be \$114,000, (\$9,500 per month). Planning/Building Director's salary and compensation shall be reviewed one year from date of hire, and no less than annually thereafter at the time of Planning/Building Director performance review based on demonstrated job performance, up to the maximum of the established salary range. Salary range for the Planning/Building 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 Planning/Building Director's salary will not be reduced without the consent of Planning/Building Director or unless a reduction is applied to all employees.

As an end result of employee's annual performance evaluation review process, employee is eligible to receive additional compensation in an amount determined at the discretion of the Town Manager not to exceed \$3,000. This additional compensation payment shall be paid on a "one-time" basis annually and shall not build upon or increase the employee's base salary.

b. Public Employees' Retirement System 2.7% at 55 (PERS). Planning/Building Director shall contribute 8% employee share of retirement contribution to 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 Planning/Building Director and dependents.

d. Life Insurance. The Town shall provide Planning/Building Director a life insurance policy covering 100% of employee's annual salary, subject to a maximum of \$150,000.

e. Sick Leave. The Town will credit Planning/Building 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 Planning/Building Director's designated, Town approved, Deferred Compensation Plan.

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

h. Vacation Leave. Planning/Building Director shall accrue up to 15 vacation leave days annually. Planning/Building 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. Community and Professional Benefits. The Town encourages Planning/Building 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 Planning/Building Director to participate in professional growth activities for the benefit of the Town. The Town hereby agrees to budget and to pay for the Planning/Building Director's expenses involved in such activities State Bar Association, League of California Cities, MMANC, American Institute of Certified Planners, 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 Planning/Building Director for professional

dues for the related professional related dues subject to Town Manager's approval. The Town will pay a monthly cell phone stipend of \$75 per month.

j. General Benefits. Except as they may conflict with other provisions of this Agreement or with Planning/Building Director's status as an "at will" employee, Planning/Building 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 Planning/Building 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 2.08.030. In recognition of Planning/Building Director's professional status and integrity, Planning/Building 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 Planning/Building Director's request. In such an event, the public announcement will state that Planning/Building Director has resigned.

c. Severance Pay. If the Town Manager terminates this Agreement while Planning/Building Director is still willing and able to perform the duties of Planning/Building Director, Planning/Building 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 Planning/Building Director after notice of the termination shall be debited from the period of severance pay, except if termination of Planning/Building Director is due to an offense involving moral turpitude, then Town shall have no obligation to pay severance.

d. Resignation by Planning/Building Director. Planning/Building 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 Planning/Building Director resign from the position during the months of May and June unless the Department operating budget has been prepared.

e. Rights and Remedies of Planning/Building Director Upon Termination. If this Agreement is terminated by the Town Council, Planning/Building 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 Planning/Building 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) Planning/Building 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 Planning/Building Director for any form of continued employment and (3) upon termination of this Agreement, Planning/Building Director understands that she 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 Planning/Building Director and the Town.

7. General Provisions.

a. Notices. Any notices to be given by either the Town or the Planning/Building 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 Planning/Building 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 Planning/Building Director with respect to the employment of Planning/Building 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 Planning/Building 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.

Dated: 12/6/13 Dated: 12/6/13




Steven Rogers
Town Manager



Sandra Smith
Planning/Building Director

Dated: 12/5/13 Dated: 12/6/13

APPROVED AS TO FORM: ATTEST:


Arnold Alvarez-Glasman, Town Attorney Michelle Dahme, Town Clerk



"EXHIBIT A"

TOWN OF YOUNTVILLE JOB DESCRIPTION

PLANNING/BUILDING DIRECTOR

DEFINITION

Coordinates the administrative and program activities of the Town's planning and building operations, and provides staff assistance to the Town Manager, Town Council, Zoning and Design Review Board, and various other planning-related Town committees.

DISTINGUISHING CHARACTERISTICS

The Director has responsibility for developing planning policies and programs and for the fiscal management of the Town's planning and building department related activities. The incumbent is responsible for accomplishing the Town's planning goals and objectives and for ensuring that these goals and objectives are provided to the community in an effective, cost efficient manner.

SUPERVISION RECEIVED/EXERCISED

Policy direction is provided by the Town Council and administrative direction is provided by the Town Manager. Supervisory responsibilities entail assignment specific instructions to clerical support staff and professional staff.

ESSENTIAL DUTIES

Serves as staff to Town Manager, Town Council, and Town committees, including Zoning and Design Review Board and other designated Committee; analyzes planning and planning-related development projects; ensures that development proposals conform to applicable master plans and regulations; interprets planning and planning-related ordinances and advises citizens; provides oversight of Town housing related programs; provides public information concerning community issues; reviews and makes recommendations on zoning and permits; performs special projects as directed by Town Manager and Town Council; provides professional assistance on a variety of Town matters to Town Manager; prepares and presents reports to Town Council; researches and analyzes various issues and prepares recommendations; develops General Plan and vision for future; assists property owners and builders to meet planning requirements; serves as Building Official and provides administrative oversight and direction for building permit operation including supervision of contracted building department staff and assigned administrative support staff; develops and manages departmental budget; may serve as acting Town Manager.

OTHER DUTIES

Trains, supervises, and motivates planning staff including consultants; reviews and coordinates engineering projects and plans with Public Works Director/Town Engineer and ensures conformance to Town regulations. May be assigned to various committees and task forces as assigned. May participate in various local and regional task forces related to issues affecting the Town: housing, environmental, growth management, NCTPA, ABAG, etc.

QUALIFICATIONS

Experience/Education

Sufficient experience and education in advanced and current planning to coordinate the Town planning activities in an effective and cost efficient manner. A typical way of obtaining the required qualifications is

to possess the equivalent to five years of responsible, professional governmental planning experience and possess the equivalency of a Bachelor's degree from an accredited educational institution with a major in urban or regional planning or other closely related field.

Knowledge/Ability

Comprehensive knowledge of modern principles and practices of urban planning and development, including municipal program development and administration; methods and techniques of effective technical report preparation and presentation; research methods and sources of information related to urban planning and development; recent developments, current literature and sources of information related to municipal planning and administration; pertinent federal, state, and local rules, regulations, and ordinance. General knowledge of budgeting procedures and techniques and principles and practices of supervision, training, and personnel management. Ability to organize, direct, and implement a comprehensive current or advance planning program; identify, coordinate, and resolve a wide variety of interests in the development of the land use policy; ensure program compliance with federal, state, and local rules, laws, and regulations; interpret and apply pertinent laws, rules, and regulations; prepare and analyze technical and administrative reports, statements, and correspondence; establish and maintain cooperative working relationships with those contacted in the course of work; communicate clearly and concisely, both orally and in writing.

Working Conditions

Position requires sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and crouching in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in reading maps, writing reports, and using a computer keyboard. Additionally, the position requires near, far, and color vision in reading maps and reports, using the computer, looking at property, and acute hearing is required when providing phone and counter service. The need to lift, carry, and push plans, file boxes, and to set up tables weighing up to 25 pounds also is required. The nature of the work requires the incumbent to visit properties and make site reviews in all weather conditions including wet, hot, and cold and exposes the incumbent to fumes, dust, contaminants, and above average noise. The incumbent also must be available to be called for local emergencies, attend meetings in various other towns and cities, work irregular or extended hours to attend various committee meetings and work with constant interruptions, and at times, with demanding, angry, and violent clients when discussing and enforcing codes.

Approval: _____
Town Manager

Resolution No. _____

Effective Date: _____

Revision History: Version: _____ Effective Date: _____

"Exhibit B"

**TOWN OF YOUNTVILLE
PLANNING AND BUILDING DIRECTOR COMPENSATION AND BENEFITS**

COMPENSATION:

\$114,000 per year

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
Retirement	2.7% @ 55 – Employee contributes 8% employee share of retirement contribution to the Public Employees' Retirement System as contracted by the Town with the State of California.	2.7% @ 55 – Employee contributes 8% employee share of retirement contribution to the Public Employees' Retirement System as contracted by the Town with the State of California.