

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF YOUNTVILLE
AND
MARIA OJEDA**

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 Maria OJEDA (OJEDA or FINANCE DIRECTOR), defines the terms and conditions under which OJEDA will function as FINANCE DIRECTOR. The Town and FINANCE DIRECTOR agree as follows:

RECITALS

The Town desires to employ the services of OJEDA as FINANCE DIRECTOR of the Town of Yountville, and OJEDA accepts the offer of employment on the terms and conditions set forth herein.

AGREEMENT

1. Employment.

a. Appointment of FINANCE DIRECTOR OJEDA is hereby appointed to the position of, and designated as, FINANCE DIRECTOR. (hereafter position is collectively referred to as "FINANCE 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.

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

3. Conflicts of Interest.

FINANCE DIRECTOR shall not engage in any activity that is a conflict of interest, or is incompatible with his office, duties and responsibilities. FINANCE 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.

The FINANCE 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 FINANCE DIRECTOR.

a. Salary. Effective on a mutually agreed upon start date in January 2016, FINANCE DIRECTOR annual salary shall be \$137,000, (\$11,416.66 per month). FINANCE DIRECTOR salary and compensation shall be reviewed one year from date of hire, and no less than annually thereafter at the time of FINANCE DIRECTOR performance review based on demonstrated job performance, up to the maximum of the established salary range. Salary range for the FINANCE 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 FINANCE DIRECTOR salary will not be reduced without the consent of FINANCE 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 2.0% at 55 (PERS). FINANCE DIRECTOR shall contribute 7% 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 FINANCE DIRECTOR and dependents.

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

e. Sick Leave. FINANCE DIRECTOR shall begin employment with the Town with a 10 days sick leave balance 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 FINANCE DIRECTOR designated, Town approved, Deferred Compensation Plan.

g. Administrative Leave. FINANCE DIRECTOR shall devote his full time to this position and shall not be eligible for any overtime compensation. In lieu of any overtime compensation, FINANCE DIRECTOR shall receive eighty (80) hours per year as reimbursement for attending evening and weekend meetings and other events requiring representation of the Town. FINANCE DIRECTOR shall begin employment with the Town with a pro-rated balance of 40 hours of administrative leave.

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

h. Vacation Leave. FINANCE DIRECTOR shall accrue up to 20 vacation leave days annually. FINANCE 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 FINANCE 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 FINANCE DIRECTOR to participate in professional growth activities for the benefit of the Town. The Town hereby agrees to budget and to pay for the FINANCE DIRECTOR's expenses involved in such activities as CSMFO 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 FINANCE 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 FINANCE DIRECTOR status as an "at will" employee, FINANCE 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 FINANCE 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 FINANCE DIRECTOR professional status and integrity, FINANCE 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 FINANCE DIRECTOR request. In such an event, the public announcement will state that FINANCE DIRECTOR has resigned.

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

d. Resignation by FINANCE DIRECTOR. FINANCE 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 FINANCE 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 FINANCE DIRECTOR Upon Termination. If this Agreement is terminated by the Town Council, FINANCE DIRECTOR expressly acknowledges and agrees that he is not entitle FINANCE DIRECTOR to any name-clearing hearing, administrative appeal, or other due process.

f. Administrative Leave. The Town Council may place FINANCE 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) FINANCE 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 FINANCE DIRECTOR for any form of continued employment and (3) upon termination of this Agreement, FINANCE 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 FINANCE DIRECTOR and the Town.

7. General Provisions.

a. Notices. Any notices to be given by either the Town or the FINANCE 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 FINANCE 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 attorney's 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 FINANCE DIRECTOR with respect to the employment of FINANCE 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 FINANCE 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: 12/9/15 Dated: _____

Steven Rogers
Town Manager

Maria Ojeda
Finance Director

Dated: 12/9/15

Dated: 12/9/15

APPROVED AS TO FORM:

ATTEST:

Michael Cobden, Town Attorney

Julie Baldia, Acting Town Clerk



TOWN OF YOUNTVILLE JOB DESCRIPTION

FINANCE DIRECTOR

GENERAL PURPOSE

Performs a variety of complex supervisory, professional, administrative and technical accounting and finance functions in maintaining the fiscal records and financial systems of the Town; to coordinate assigned activities with other Town departments 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 Manager's management team.

DISTINGUISHING CHARACTERISTICS

This is a Department Head level management position with significant field and administrative responsibilities for administration of the Town's financial programs, planning and delivering program services, responding to emergency situations, and supervising personnel. Requirements include evening and weekend hours and response to emergency situations. This position is classified as Fair Labor Standards Act (FLSA) Exempt.

SUPERVISION RECEIVED

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

SUPERVISION EXERCISED

Exercises administrative direction over professional finance staff and account clerical administrative support staff, part-time, contracted or seasonal personnel either directly or through subordinate supervisors; exercises direction and review of various contracted consultants providing services to the Town.

DUTIES AND RESPONSIBILITIES (Illustrative Only)

Serves as a member of the Town management team and participate in the development and implementation of Town goals, objectives, priorities, policies and procedures, project prioritization, and problem resolution.

Plan, direct, coordinate, supervise and review the work of assigned administrative clerical support staff.

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Makes presentations to supervisors, boards, commissions, civic groups and the general public; Communicates official plans, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares budget documents; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Maintains harmony among workers and resolves grievances.

Performs or assists subordinates in performing duties; adjusts errors and complaints.

Prepares a variety of studies, reports and related information for decision-making purposes and to assist department heads in operating their departments in a fiscally sound manner.

Serves as chief financial advisor to the Town Manager and Town Council.

Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.

Supervises the collection of taxes, fees, utilities, and other receipts in accordance with laws and regulations.

Maintains financial records.

Develops financial studies and plans. Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal well being of the Town.

Prepares financial reports and oversees annual independent audit of Town's financial transactions.

Oversees the central computerized financial and management information system of the Town.

Oversees the posting and reconciliation of ledgers and accounts.

Directs the preparation of state and Federal reports, including tax reports.

Trains and develops financial staff.

Oversees payroll and accounts payable processing.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary; provide periodic reports on department activities to Town Council; attend Council and other meetings as required.

Perform other duties as assigned.

ADDITIONAL EXAMPLES OF ESSENTIAL DUTIES

Serve as the designated Town Treasurer and responsible for investment of Town funds consistent with Town policies.

In the absence of the Town Manager, may assume the responsibility of the Town Manager as needed.

Assists with the Town's response to emergency situations as a part of the Town's Emergency Operations Center (EOC) staff.

PERIPHERAL DUTIES

Serve as delegate or alternate representative on the PARSAC Executive Board.

Exhibits and practices support for management decisions. Exhibits a personal commitment to creating and sustaining a pleasant, cooperative, and productive work environment.

Serves as member of various employee committees or other assigned groups; assures inter-departmental coordination and cooperation.

Represent the Town in related professional organizations as appropriate.

Serves as liaison with other agencies, public entities, and other Town departments.

MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from an accredited four-year college or university with a bachelor's degree in accounting, finance, business, or public administration or a closely related field is highly desirable. A Master's Degree in a related field is desirable but not required preferred.

- (B) Minimum of four (4) years of progressively responsible experience in finance or management and administration, including at least two years of supervisory responsibility. Local government experience is preferred.

Necessary Knowledge, Skills, and Abilities:

- (A) Considerable knowledge of modern governmental accounting theory, principles, and practices; considerable knowledge of internal control procedures and management information systems; considerable knowledge of office automation and computerized financial applications; considerable knowledge of public finance and fiscal planning; considerable knowledge of payroll and accounts payable functions; working knowledge of budgetary, accounting and reporting systems, GAAFR, GAAP and GASB;
- (B) Skill in operating the listed tools and equipment;
- (C) Ability to prepare and analyze complex financial reports; ability to maintain efficient and effective financial systems and procedures; ability to effectively supervise staff; ability to establish and maintain effective working relationships with employees, Town officials; ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

Ability to obtain and maintain a valid California driver's license. Must be bondable.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; mainframe computer system; 10-key calculator; phone and cell phone; copy machine; fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met any an employee to successfully perform the essential functions of this job in compliance with the American with Disabilities Act (ADA) requirements. On a case-by-case basis, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office setting. Hand-eye coordination is necessary to operate computers, and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 25 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 position.

The noise level in the work environment is usually quiet to moderate, but can be noisy due to existing office configuration. Because the working environment is in a public administrative setting, the incumbent works with frequent deadlines, constant interruptions and, at times, impatient and irate customers.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests 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 logical assignment to the position.

This position description does not constitute an employment agreement between the Town of Yountville and any employee and is subject to change by the Town as the needs of the Town and requirements of the position change, in accordance with applicable MOU provisions.