

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF YOUNTVILLE AND ROSALBA RAMERIZ
DEPUTY PUBLIC WORKS DEPUTY PUBLIC WORKS DIRECTOR**

RECITAL

The Town Manager has selected **Rosalba Rameriz** (hereafter, "Deputy Public Works Director") to serve as Public Works Deputy Public Works Director of the Town of Yountville (hereafter, the "Town") effective August 30, 2021 and **Rosalba Rameriz** accepts such employment subject to approval of this employment agreement (hereafter, this "Agreement"). Accordingly, the parties agree as follows:

AGREEMENT

1. Effective Date

This Agreement shall become effective on August 30, 2021, and after it has been executed by Deputy Public Works Deputy Public Works Director and the Town Manager.

2. Term of Employment

Pursuant to the Town Personnel Rules and Policies, Deputy Public Works Director serves at the pleasure of the Town Manager and on an "at will" basis and has no property interest in or right to his continued employment during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below. This Agreement will remain in full force and effect until one of the parties terminates it as provided in this Agreement.

3. Duties; Hours of Work

A. Deputy Public Works Director shall perform those functions and duties specified by State law, the Yountville Municipal Code, any applicable job description, and by direction of the Town Manager. Deputy Public Works Director shall perform such duties in accordance with the highest professional and ethical standards of the Deputy Public Works Director position. Deputy Public Works Director shall not engage in any activity, which is, or which may become, incompatible with the Town of Yountville or office of Deputy Public Works Director, as provided for by federal, state, and local law. During the term of this Agreement, Deputy Public Works Director shall be exclusively employed by the Town, unless prior authorization otherwise is received from the Town Manager, which authorization will not be unreasonably withheld.

B. Deputy Public Works Director shall maintain a regular work schedule consistent with that approved for other management employees of the Town. Deputy Public Works Director's duties may require more than eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at Town Council and board and commission meetings. Deputy Public Works Director is an exempt employee under the Fair Labor Standards Act and shall not be entitled to additional compensation for such time.

4. Compensation

A. Deputy Public Works Director shall receive an annual base salary of **\$131,419** payable in equal semi-monthly payments to be made at the same time as other employees are paid.

B. Deputy Public Works Director's compensation shall be reviewed with the Town Manager at least annually in connection with the annual review required by section 14 below or at other times as may be determined by Town Manager. Merit based salary increases for Deputy Public Works Directors are at the sole discretion of the Town Manager during the term of this Agreement, dependent on the quality of job performance by Deputy Public Works Director as determined by the Town Manager and the Town's fiscal condition.

C. Salary increases are based on merit only and may be revoked in the event Deputy Public Works Director receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the Town Manager. If the Town Manager revokes a salary increase based on an unsatisfactory evaluation, Deputy Public Works Director's salary shall be decreased to an appropriate step as determined by the Town Manager.

D. The Town Manager may, on an annual basis, award special performance one-time cash bonuses not to exceed \$3,000. These one-time cash bonuses may be given any time during the year provided the employee received at least a Standard rating on her last evaluation. Such one-time cash bonuses are not considered pensionable compensation.

E. Deputy Public Works Director will be responsible for 100% of the employee contribution to the California Public Employees Retirement System (PERS), which, for those employees classified as "miscellaneous" employees under PERS, is currently 6.75% for "PEPRA" PERS members and is subject to change.

5. Health Insurance

A. Town shall contribute an amount equal to 90% of 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 Deputy Public Works Director and dependents.

C. Deputy Public Works Director may elect not to receive health coverage from the Town. Deputy Public Works Directors who elect not to receive health coverage from the Town will be required to sign a release form. Any employee who signs a release form shall receive monthly payments equal to five hundred dollars (\$500) per month. From time-to-time, said amount will be adjusted as set forth in this Agreement.

6. Life Insurance

Town shall provide term life insurance in the amount of your base salary not to exceed \$150,000. Such life insurance shall be provided through the same insurance company providing life insurance to other Town employees, or by another insurer acceptable to Town.

7. Administrative Leave

Deputy Public Works Director shall devote her full time to this position and shall not be eligible for any overtime compensation. In lieu of any overtime compensation, Deputy 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 Employee may cash out any available balance of Administrative Leave. Any remaining balance will expire on July 1 of each year and will not carry over.

8. Annual Vacation Leave

Deputy Public Works Director is subject to the rules regarding the accumulation of vacation time and payment for unused vacation time upon separation in the Town Personnel Rules and Policies.

9. Other Leaves and Benefits

Town shall afford Deputy Public Works Director such other benefits as are provided to other management employees of the Town on the same terms as provided to those employees except as otherwise expressly provided herein.

10. Automobile Allowance

In recognition of the fact that the Deputy Public Works Director's normal duties require frequent use of an automobile, Deputy Public Works Director shall receive \$200 per month as an automobile allowance.

11. Residency

Deputy Public Works Director and Town mutually agree that it is desirable for Deputy Public Works Director to live within proximity to the Town of Yountville to fully and effectively execute Deputy Public Works Director's duties under this Agreement, the Yountville Municipal Code, any applicable job description, and other applicable federal, state, and local law. Deputy Public Works Director hereby agrees to and shall, for the duration of this Agreement, establish and maintain her primary residence within a 30-minute travel time to and from Yountville Town Hall located at 6550 Yount Street, Yountville, CA 94559.

12. Professional Memberships & Meetings; Other Expenses

Town recognizes that certain expenses of a non-personal and job-related nature may be incurred by Deputy Public Works Director. Town agrees to reimburse Deputy Public Works Director for reasonable expenses which are authorized by the Town budget, approved of in advance by the Town Manager, and which are supported by expense receipts, statements, or personal affidavits, and audited in like manner as other demands against the Town.

13. Retirement Program and Deferred Compensation

Town shall provide the same PERS retirement benefits to Deputy Public Works Director as are received by other employees of the Town who are classified as "PEPRA" employees under PERS. "PEPRA" (i.e., those members joining CalPERS after January 1, 2013; not defined as "Classic" under PEPRA) will receive retirement benefits calculated at a benefit formula of 2.0% at age 62. Town shall match the employee up to 7% of base salary per month into a deferred compensation plan.

14. Annual Performance Evaluation

The Public Works Director and or Town Manager shall evaluate Deputy Public Works Director's performance at least once annually. The Public Works Director and or Town Manager and Deputy Public Works Director shall annually develop mutually agreed performance goals and criteria which shall be used in reviewing Deputy Public Works Director's performance in the following year. It shall be Deputy Public Works Director's responsibility to initiate this review each year. Deputy Public Works Director will be afforded an adequate opportunity to discuss each evaluation with the Town Manager.

15. Indemnification

Town shall defend, hold harmless and indemnify Deputy Public Works Director against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Deputy Public Works Director's employment to the extent required by Government Code Sections 825 and 995.

16. Other Terms and Conditions of Employment

A. The Town Manager may from time to time fix other terms and conditions of employment relating to the performance of Deputy Public Works Director, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Yountville Municipal Code, or other applicable law.

B. The provisions of the Town's Personnel Rules and Regulations ("Rules") applicable to other management employees of the Town shall apply to Deputy Public Works Director, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Deputy Public Works Director a property right in her employment or a right to be discharged only upon cause. Deputy Public Works Director is an at-will employee serving at the pleasure of the Town Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

C. Deputy Public Works Director shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

17. Termination

A. Deputy Public Works Director is not part of the competitive (classified) service and therefore is an at-will employee. As an at-will employee, Deputy Public Works Director may be terminated with or without cause, and without advance notice.

B. If Deputy Public Works Director is terminated by the Town Manager without cause, Deputy Public Works Director, after termination and upon executing a claim waiver and release of liability, will be entitled to three months of severance pay at Deputy Public Works Director's base salary rate. The severance pay will be paid at the time of separation from Town employment.

C. If Deputy Public Works Director is terminated by the Town Manager for cause, Deputy Public Works Director is not entitled to any severance pay whether or not advance notice is provided. If Deputy Public Works Director is terminated for cause, Deputy Public Works Director must be given notice of the cause and supporting evidence. Deputy Public Works Director is entitled to meet with the Town Manager at which time Deputy Public Works Director may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the Town Manager's decision. The Town Manager's decision is final. For purposes of this Agreement, the term "for cause" shall include any of the following:

- (i) use of alcohol or drugs that impedes performance of duties;
- (ii) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (iii) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted Town policy;
- (iv) willful and repeated failure to carry out the lawful directives or policy decisions of the Town Council or the Town Manager; or
- (v) willful abandonment of the position or continued and unexcused absence from duty.

D. Deputy Public Works Director may voluntarily terminate employment, by resignation or retirement or some similar other manner, at any time during the term of this Agreement, subject to at least 30 days' written notice by Deputy Public Works Director to the Town Manager, unless the Town Manager and Deputy Public Works Director agree otherwise. In such case, Town shall have no further obligation to provide payments and benefits, including severance benefits, upon the effective date of termination of employment, other than payment of accrued vacation leave or other payments required by law.

E. Notwithstanding any other provision of this Section 17 to the contrary, the Town Manager shall not terminate Deputy Public Works Director without cause for a period of 120 days following her or her appointment as the Town Manager. The purpose of this Subsection 19.E. is to allow a newly-appointed Town Manager sufficient time to observe the actions and abilities of Deputy Public Works Director in the performance of her duties under this Agreement, any applicable job description, and other applicable federal, state, and local law. After the expiration of the 120-day period, there shall be no limitation on the Town Manager's ability to terminate Deputy Public Works Director without cause in accordance with this Agreement. Nothing in this Subsection 19.E. shall limit the authority of the Town Manager to terminate Deputy Public Works Director for cause, or the authority of Deputy Public Works Director to voluntarily terminate employment, in accordance with this Agreement.

18. Compliance With Law

This Agreement is subject to all applicable provisions of federal and state law, the provisions of the Yountville Municipal Code, and to any other ordinances, rules, and regulations of the Town applicable to the Deputy Public Works Director.

19. General Provisions

A. This Agreement constitutes the entire agreement between the parties. Town and Deputy Public Works Director hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

C. Any notice to Town pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Town Manager
Town of Yountville
6550 Yount Street
Yountville, CA 94599

With a courtesy copy to the Town Attorney at the following address or the address then shown in the records of the Town for the Town Attorney:

Gary B. Bell, Esq.
Yountville Town Attorney
333 University Ave. Ste 200
Sacramento, CA 95825

Any notice to Deputy Public Works Director shall be given in a like manner, and, if mailed, shall be addressed to Deputy Public Works Director at the address then shown in Town's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second calendar day after mailing, if mailed.

D. Venue for any disputes arising from or relating to this Agreement shall lie in the Superior Court for the County of Napa, California. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees and costs with respect to the action.

E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

20. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the Town Manager and Deputy Public Works Director and shall be in writing.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

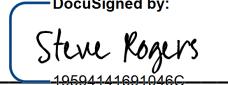
DEPUTY PUBLIC WORKS DIRECTOR

Dated: 8/13/2021 | 12:07 PM PDT

DocuSigned by:

Rosalba Ramirez
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Town 8/13/2021 | 10:39 AM PDT
Dated: 8/13/2021 | 10:39 AM PDT

DocuSigned by:

Steven Rogers
40594441601046C...

APPROVED AS TO FORM:

Dated: 8/13/2021 | 10:15 AM PDT

DocuSigned by:

Gary B. Bell

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Gary B. Bell, Town Attorney

ATTEST:

Dated: 8/16/2021 | 8:58 AM PDT

DocuSigned by:

Michelle Dahme

ACD4FA63F39C482...

Michelle Dahme, Town Clerk