

**TOWN OF YOUNTVILLE
EMPLOYMENT AGREEMENT
WITH KEN MACNAB
TO PERFORM SPECIALIZED AND
TEMPORARY SERVICES
AS COMMUNITY DEVELOPMENT
DIRECTOR**

This agreement is entered into August 7, 2024, by and between the TOWN OF YOUNTVILLE, a municipal corporation, hereafter referred to as the "Town" and Ken MacNab, hereafter referred to as "Employee."

- A.** WHEREAS, the Town of Yountville is experiencing a severe staffing shortage in its Planning and Building Department and desires to appoint a person with specialized skills qualified to fill the position of Community Development Director on an interim basis in order to prevent stoppage of public business;
- B.** WHEREAS, Employee is a retired annuitant who has been retired from public service for more than 180 days and who has specialized land-use planning experience as a former city manager, community development director, and planning manager for local municipalities in the Northern California area;
- C.** WHEREAS, Yountville Municipal Code section 2.08.030 authorizes the Town Manager to appoint competent, qualified officers and employees to the administrative service;
- D.** WHEREAS, the Town Manager wishes to appoint PERS annuitant, Employee, to the position of Community Development Director on an interim basis, pursuant to Government Code Section 21224 and a written PERS Annuitant Employment Agreement;
- E.** WHEREAS, Yountville Municipal Code ("YMC") Section 2.08.030 requires the Town Council to ratify the Town Manager's appointment of Department Heads such as the Community Development Director;
- F.** WHEREAS, Government Code section 21224 limits the number of hours a retired annuitant may work to 960 hours in a fiscal year; and
- G.** WHEREAS, Employee has certified that he has not received unemployment insurance compensation within the 12-month period prior to his appointment.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants , terms and conditions, herein contained , the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee is appointed by and shall serve at the pleasure of the Town Manager. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. Employee shall be responsible for performing duties of the Community Development Director position and other duties and special projects as assigned.

SECTION 2 – EMPLOYMENT TERM

a. The Town agrees to employ Employee and Employee agrees to be employed and remain in the employment of the Town for a limited term commencing on the date first written above and ending when Employee has worked 960 hours under this agreement, or on June 30, 2025, whichever occurs first. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Town to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with Employee's right to resign at any time from this position with the Town, subject to the provisions as set forth in this agreement.

SECTION 3 – EMPLOYEE RESIGNATION

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms, Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms he shall give the Town at least ten (10) days advanced written notice unless the parties agree otherwise in writing. The Employee, should he resign, shall be paid for any earned salary to which he is entitled as of the final day on Town payroll.

SECTION 4 – EMPLOYMENT TERMINATION

Employee serves in an at-will capacity as Community Development Director, assigned to assist the Planning and Building Department and the Town Manager during the period of time stated in this agreement. The Town may terminate or remove the Employee with or without cause.

SECTION 5 – WORK HOURS

The Town Manager shall coordinate the work schedule based upon needs of the Town. Employee is expected to devote necessary time, within and outside normal work hours, to the business of the Town. Due to the nature of the position, it is understood that

the workday and workweek may vary. Employee shall not work more than 960 hours each fiscal year.

SECTION 6 – SALARY

The Town shall pay the Employee for all services rendered and worked pursuant to this agreement at \$103.57 per hour, which represents the maximum annual salary of the Community Development Director position, divided by twelve months and divided again by 173.333, as required by Government Code Section 21224(a). Employee's salary will be paid on a bi-weekly basis in conformance with the Town's established pay periods and pay days; although Employee is required by Government Code Sections 21224(a) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if his work week exceeds 40 hours. Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

SECTION 7 – INDEMNIFICATION

If the employee is named as a party in litigation relating to Employee's actions or inactions as a Town employee, the Town shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

SECTION 8 – INDEMNIFICATION OF CALPERS DETERMINATION

In the event that Employee is determined by a court of competent jurisdiction or CalPERS to have violated any state or federal law as a result of his employment as a retired annuitant of the Town, Employee shall indemnify, defend, and hold harmless the Town for the violation. Employee shall also indemnify, defend, and hold harmless the Town for the reimbursement of any retirement allowance paid by CalPERS to Employee that a court or CalPERS determines to be any retirement allowance received during the period or periods of employment that are in violation of law.

SECTION 9 – ENTIRE AGREEMENT AND AMENDMENTS

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the Town and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and

mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Town during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

SECTION 10 – SEVERABILITY

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

“EMPLOYEE”

“TOWN”

Ken MacNab

Brad Raulston, Town Manager

ATTEST:

Hilary Gaede,
Communications
Director/Town Clerk
(seal)