

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF YOUNTVILLE AND CELIA KING
ADMINISTRATIVE SERVICES DIRECTOR**

This First Amendment to Employment Agreement (hereinafter, this “First Amendment”) is entered into and effective April 1, 2025 (the “Effective Date”) by and between Town of Yountville, California, a Municipal Corporation, hereinafter called the “Town” and Celia King hereinafter called “Director,” with respect to the following Recitals:

RECITALS

WHEREAS, Employer and Director entered into that certain “Employment Agreement” effective November 21, 2023, a copy of which is attached hereto as Exhibit “A” and fully incorporated herein by this reference; and

WHEREAS, Employer and Director now wish to amend the Employment Agreement as provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, Employer and Director hereby agree as follows:

1. Section 4 (Compensation), subsection D., of the Employment Agreement is hereby replaced in its entirety and amended to read as follows:

D. The Town Manager may, on an annual basis, award special performance one-time cash bonuses not to exceed five percent (5%) of Director’s annual base salary. These one-time cash bonuses may be given any time during the year provided the employee received at least a Standard rating on their last evaluation. Such one-time cash bonuses are not considered pensionable compensation.

2. Unless expressly amended in this First Amendment, all provisions, conditions, covenants, and terms of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Yountville has caused this First Amendment to be signed on its behalf, and duly attested, and Celia King signed this First Amendment, as of the day and year first above written.

ATTEST

DIRECTOR

By: _____
Hilary Gaede
TOWN CLERK

By: _____
Celia King

Date: _____

TOWN OF YOUNTVILLE

By: _____
Brad Raulston, Town Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Gary B. Bell,
Town Attorney

Date: _____

EXHIBIT A
EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF YOUNTVILLE AND CELIA KING
ADMINISTRATIVE SERVICES DIRECTOR

RECITAL

The Town Manager has selected Celia King (hereafter, "Director") to serve as Administrative Services Director of the Town of Yountville (hereafter, the "Town") effective November 21, 2023 and Celia King 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 November 21, 2023, and after it has been executed by Director and the Town Manager.

2. Term of Employment

Pursuant to the Town Personnel Rules and Policies, Director serves at the pleasure of the Town Manager and on an "at will" basis and has no property interest in or right to her continued employment during the term of this Agreement, subject to the terms and provisions 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. 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. Director shall perform such duties in accordance with the highest professional and ethical standards of the Director position. Director shall not engage in any activity, which is, or which may become, incompatible with the Town of Yountville or office of Director, as provided for by federal, state, and local law. During the term of this Agreement, 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. Director shall maintain a regular work schedule consistent with that approved for other management employees of the Town. 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. 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. Director shall receive an annual base salary of \$220,031 payable in equal semi-monthly payments to be made at the same time as other employees are paid.

B. 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 Director are at the sole discretion of the Town Manager during the term of this Agreement, dependent on the quality of job performance by 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 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, 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 Director received at least a Standard rating on her last evaluation. Such one-time cash bonuses are not considered pensionable compensation.

E. 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 8% for “classic” PERS members and subject to change.

5. Health Insurance

A. Town shall contribute an amount equal to 100% of the cost of the Kaiser Health plan provided to Director 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 Director and dependents.

B. Director may elect not to receive health coverage from the Town. If Director elects not to receive health coverage from the Town, she will be required to sign a release form and will thereafter receive monthly payments equal to five hundred dollars (\$500) per month of health coverage reimbursement. 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 Director’s 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

Director shall devote her full time to this position and shall not be eligible for any overtime compensation. In lieu of any overtime compensation, 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, Director 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

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

9. Other Leaves and Benefits

Town shall afford 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 Director's normal duties require frequent use of an automobile, Director shall receive \$200 per month as an automobile allowance.

11. Residency

Director and Town mutually agree that it is desirable for Director to live within close proximity to the

Town of Yountville Town Hall to fully and effectively execute Director's duties under this Agreement, the Yountville Municipal Code, any applicable job description, and other applicable federal, state, and local law. 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 Director. Town agrees to reimburse 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 Director as are received by other employees of the Town who are classified as "classic" employees under PERS. "Classic" PERS members (i.e., those members not defined as "new members" under PEPPRA) will receive retirement benefits calculated at a benefit formula of 2.7% at age 55. Town shall match Director up to 7% of base salary per month into a deferred compensation plan.

14. Annual Performance Evaluation

The Town Manager shall evaluate Director's performance at least once annually. The Town Manager and Director shall annually develop mutually agreed performance goals and criteria which the Town Manager shall use in reviewing Director's performance in

the following year. It shall be Director's responsibility to initiate this review each year. Director will be afforded an adequate opportunity to discuss each evaluation with the Town Manager.

15. Indemnification

Town shall defend, hold harmless and indemnify Director against any claim, demand, judgment, or action of any type or kind arising within the course and scope of 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 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 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 Director a property right in her employment or a right to be discharged only upon cause. 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. 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. Director is not part of the competitive (classified) service and therefore is an at-will

employee. As an at-will employee, Director may be terminated with or without cause, and without advance notice.

B. If Director is terminated by the Town Manager without cause, Director, after termination and upon executing a claim waiver and release of liability, will be

entitled to three months of severance pay at Director's base salary rate. The severance pay will be paid at the time of separation from Town employment.

C. If Director is terminated by the Town Manager for cause, Director is not entitled to any severance pay whether or not advance notice is provided. If Director is terminated for cause, Director must be given notice of the cause and supporting evidence. Director is entitled to meet with the Town Manager at which time 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. 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 Director to the Town Manager, unless the Town Manager and 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 Director without cause for a period of 120 days following his or her appointment as the Town Manager. The purpose of this Subsection 17.E. is to allow a newlyappointed Town Manager sufficient time to observe the actions

and abilities of 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 Director without cause in accordance with this Agreement.

Nothing in this Subsection 17.E. shall limit the authority of the Town Manager to terminate Director for cause, or the authority of 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 Director.

19. General Provisions

A. This Agreement constitutes the entire agreement between the parties. Town and 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
420 Sierra College Drive, Ste. 140 Grass Valley, CA 95945-5091.

Any notice to Director shall be given in a like manner, and, if mailed, shall be addressed to 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 been 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 of California for the County of Napa. 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 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.

DIRECTOR:

DocuSigned by:

5F3507B944D8443...
Celia King


Dated: 11/27/2023 | 12:54 PM PST

APPROVED AS TO FORM:

DocuSigned by:

1D9316CE70E2443...
Gary B. Bell, Town Attorney


Dated: 11/27/2023 | 12:23 PM PST

TOWN:

DocuSigned by:

34DBDACAA00049C...
Brad Raulston, Town Manager

Dated: 11/30/2023 | 7:24 AM PST

ATTEST:

DocuSigned by:


805DE68A92594F9... Eddy Gomez, Town Clerk

Dated: 11/28/2023 | 4:49 PM PST