



Town of Yountville

6550 Yount Street
Yountville, CA 94599

Staff Report

Agenda Item #: {{section.number}}L

Yountville Town Council Staff Report

DATE: September 17, 2024

TO: Mayor and Town Council

FROM: Celia King, Administrative Service Director

PREPARED BY: Gary B. Bell, Town Attorney; Celia King, Administrative Service Director

RECOMMENDATION

Adopt Resolution Number 24-4306 approving an amendment to the employment agreement with the Town Manager and granting a performance bonus related to a successful performance evaluation.

DISCUSSION/BACKGROUND

On June 6, 2023, the Town Council adopted Resolution Number 23-4209 appointing and approving an employment agreement with the Town Manager. The employment agreement, which took effect on June 30, 2023, provides that the Town Council shall evaluate the Town Manager's performance at least once annually.

The Town Council conducted an annual performance evaluation of the Town Manager on July 16, 2024 and continued that performance evaluation on August 6, 2024. The Town Council now wishes to amend the original employment agreement following a successful performance evaluation.

The amendment will (1) increase the Town Manager's base salary by 10%, (2) allow designated Councilmembers to grant a one-time performance bonus up to and including five percent (5%) of the Town Manager's then-current base salary following a successful annual performance evaluation, and (3) amend the language in Section 18 to allow the Town Manager to participate in the Town's deferred compensation program on the same terms as other employees. The amendment is included at the end of this staff report for reference. The resolution approving the amendment also grants a one-time performance bonus of \$24,800.

Approval of this amendment will result in additional annual costs of \$6,897 for salary and CalPERS pension contributions, a one-time cost of \$24,800 for the performance bonus, and up to \$19,096 for employer-paid deferred compensation contributions in Fiscal Year 2024/2025 and similar amounts in future fiscal years. This is a total increase of \$50,793 in personnel expenses. A budget adjustment to accommodate these additional expenses will be requested in the mid-year budget report.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? No

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? No

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community.

**AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF YOUNTVILLE
AND
BRADFORD RAULSTON**

This Amendment to Employment Agreement Between the Town of Yountville and Bradford Raulston (this "Amendment") is made and entered into effective September 17, 2024 (the "Effective Date") by and between the Town of Yountville, a California municipal corporation (the "Town") and Bradford Raulston (the "Town Manager") (collectively, the "Parties"), with respect to the following Recitals:

RECITALS

WHEREAS, effective June 30, 2023, the Town and the Town Manager entered into that certain "Employment Agreement Between the Town of Yountville and Bradford Raulston," a copy of which is attached hereto as Exhibit "1" and fully incorporated herein by this reference (the "Agreement"); and

WHEREAS, on July 16 and August 6, 2024, the Town Council conducted a successful performance review of the Town Manager pursuant to Section 19. of the Agreement; and

WHEREAS, following the performance review, the Town and the Town Manager now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Recitals above are true and correct and fully incorporated herein.
2. Subsection A. of Section 5. of the Agreement is hereby amended to read:
 - A. The Town Manager's annual base salary shall be \$272,800.
3. Subsection C. of Section 5. of the Agreement is hereby added to read:
 - C. Following a successful, annual performance evaluation, the Town Council authorizes the Mayor and the Vice-Mayor to meet with the Town Manager and administratively execute a performance bonus of up to and including five percent (5%) of the Town Manager's then-current annual base salary, at their discretion. Any bonus exceeding five percent (5%) shall require an affirmative vote of a majority of the Town Council.
4. Section 18. of the Agreement is hereby amended to read:

18. **Deferred Compensation**

Town shall contribute Thirty-Thousand Dollars (\$30,000.00) per year on or before June 30 of each year to a deferred compensation plan of the Town Manager's choice. The Town Manager may also participate in Town's deferred compensation program on the same terms as other employees, as those terms may change from time to time and which currently provide that Town will match employee contributions up to 7% of an employee's salary to one of Town's deferred compensation plans. All contributions are subject to IRS and plan limits and, if needed, shall be reduced to comply with those limits.

5. Except as expressly modified in this Amendment, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date:

Town of Yountville

The Town Manager

Margie Mohler, Mayor

Bradford Raulston, Town Manager

ATTEST:

Hilary Gaede, Town Clerk

APPROVED AS TO FORM:

Gary B. Bell, Town Attorney

EXHIBIT 1

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF YOUNTVILLE AND BRADFORD RAULSTON

RECITAL

1. On June 6, 2023, the Town Council selected Bradford Raulston (hereafter "The Town Manager") to serve as The Town Manager of the Town of Yountville ("Town") effective June 30, 2023, and The Town Manager accepts such employment, subject to approval of this employment agreement ("Agreement"), background check, and physical examination. Accordingly, the parties agree as follows:

AGREEMENT

2. Effective Date

This Agreement shall become effective on June 30, 2023 (the "Effective Date"), after it has been duly approved by the Town Council and signed by both parties.

3. Term of Employment

Pursuant to the provisions of Yountville Municipal Code Section 2.08.010, the Town Manager serves at the pleasure of the Town Council and on an "at will" basis and has no vested right to his 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.

4. Duties; Hours of Work

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

B. The Town Manager shall maintain a regular work schedule consistent with that approved for other management employees of Town. The Town Manager'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 meetings. The Town Manager shall not be entitled to additional compensation for such time.

5. Compensation

- A. The Town Manager's annual base salary shall be \$248,000.

B. The Town Manager's compensation shall be reviewed at least annually in connection with the annual performance evaluation required by Section 18 below or at other times as may be determined by Town Council. Further, it is understood that it is the intent of the Town Council to increase salary, or other benefits referred to in this Agreement, during the term of this Agreement, dependent on the quality of job performance by the Town Manager and Town's fiscal condition. Upon a satisfactory performance evaluation after the Town Manager's first year of employment, the Town Manager shall receive a minimum 3% increase to his annual base salary.

6. 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: the Town Manager only, the Town Manager and one (1) dependent, and the Town Manager and two (2) plus dependents. Any balance owed by the Town Manager 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 Town for the Town Manager and dependents.

B. The Town Manager may elect not to receive health coverage from Town. In such case, the Town Manager shall sign a release form and receive monthly payments equal to Five Hundred Dollars (\$500) per month.

7. Life Insurance

Town shall provide term life insurance in the amount of \$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. The Town Manager shall control the beneficiaries named in the life insurance policy.

8. Retirement

Town shall provide the Town Manager with enrollment in the California Public Employees' Retirement System ("PERS") as a "Classic" employee in the 2% at age 55 formula.

9. Management Administrative Leave

The Town Manager shall be entitled to 80 hours' management administrative leave per year. Management administrative leave shall accrue on a pro rata basis per bi-monthly pay period. In the event such leave is not used, the Town Manager may receive equivalent cash compensation therefore, in full or part, for accrued but unused leave. Management administrative leave time may not be accumulated and carried over past the end of any fiscal year (June 30).

10. Annual Vacation Leave

A. The Town Manager shall be afforded 120 hours of banked vacation leave as of the Effective Date. The Town Manager shall not accrue additional vacation leave pursuant to Section 10.B. until the Town Manager accrues those advanced 200 hours' vacation leave as provided in Section 10.B.

B. The Town Manager shall be entitled to 25 days (200 hours) annual vacation leave, which shall accrue on a pro rata basis per bi-monthly pay period.

C. The Town Manager may receive equivalent cash compensation, in full or in part, at any time during the year for accrued but unused leave. For vacation leave of more than one week at a time, the Town Manager must provide sufficient notice of his intended vacation absence so that the Town Council may approve such absence in order to avoid an extended absence of the Town Manager during critical time periods. The Town Manager shall accrue no more than twice the number of hours of vacation leave he is entitled to annually.

11. Other Leaves and Benefits

A. All other personal leave, family leave, funeral leave, or sick leave shall be as provided to other management employees of Town. Town shall afford the Town Manager such other benefits as are provided to other management employees of Town on the same terms as provided to those employees except as otherwise expressly provided herein.

B. Notwithstanding Section 11.A., the Town Manager shall be afforded 100 hours of banked sick leave as of the Effective Date. The Town Manager shall not accrue additional sick leave pursuant to Section 11.A. until the Town Manager accrues those advanced 100 hours' sick leave as provided in Section 11.A.

C. Accumulated sick leave has no value upon termination or separation except for in the case of a retirement from the PERS system where the Town Manager may convert the equivalent amount of sick leave to retirement credit in accordance with PERS rules and regulations in the same manner as other employees.

12. Automobile Allowance

In recognition of the fact that the Town Manager's normal duties require frequent use of his automobile, the Town Manager shall be entitled to \$700 per month as an automobile allowance. This allowance is in lieu of mileage reimbursement or other expenses that may be incurred by the Town Manager in connection with his use of his own automobile for Town purposes. In consideration for said allowance, the Town Manager shall be responsible for all costs of maintenance and operation of his vehicle. The Town Manager shall at all times maintain automobile liability insurance on any vehicle used by him in the course of Town employment. Such insurance shall have coverage limits acceptable in form and amounts to Town. The Town Manager shall provide a certificate or other evidence of such insurance to Town. The Town Manager acknowledges that this allowance will be subject to payroll taxes unless he maintains the records required by law to permit other treatment of this allowance.

13. Residency

The Town Manager and Town mutually agree that it is desirable for the Town Manager to live within close proximity to Town to fully and effectively execute the Town Manager's duties under this Agreement, the Yountville Municipal Code, and other applicable federal, state, and local laws. The Town Manager hereby agrees to and shall, for the duration of this Agreement, establish and maintain his primary residence within a 30-minute travel time to and from Yountville Town Hall located at 6550 Yount St, Yountville, CA 94599.

14. One-Time Relocation Reimbursement

Town shall reimburse the Town Manager for reasonable costs and moving expenses related to the residency requirements under Section 13, including, but not limited to, necessary travel and accommodation costs, rental unit costs, hotel costs, healthcare costs, and other expenses. Relocation reimbursement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). The Town Manager shall submit a claim to Town's Finance Department, accompanied by written documentation including receipts, for such reimbursement no later than ninety (90) days after the Effective Date.

15. Professional Memberships & Meetings; Other Expenses

A. Town shall pay for the Town Manager's professional membership in the League of California Cities and International City / County Management Association. Town shall pay for the Town Manager to attend the annual League of California Cities conference. Town will pay for such other professional memberships and conference attendance as may be approved and budgeted by the Town Council.

B. Town recognizes that certain expenses of a non-personal and job-related nature may be incurred by the Town Manager. Town agrees to reimburse the Town Manager for reasonable expenses which are authorized by Town budget; submitted to the Town Council for approval; and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against Town.

16. Technology Stipends.

A. Town shall pay the Town Manager \$100 per month as a cellular telephone and tablet stipend. The Town Manager may receive increased amount as may be provided to other management employees in the future.

B. The Town Manager is eligible to participate in Town's Technology Stipend Program to support paperless agendas in same manner as Town Council Members and other Management Team members. The Town Manager shall pay for the purchase, installation, and maintenance of compatible computer equipment (hardware, software, and internet access).

17. Higher Education Expense Reimbursement

The Town Council may approve full or partial tuition reimbursement, consistent with Town's budgetary policy and available resources, the Yountville Municipal Code, or other applicable law.

18. Deferred Compensation

Town shall contribute Thirty-Thousand Dollars (\$30,000.00) per year on or before June 30 of each year to a deferred compensation plan of the Town Manager's choice.

19. Annual Performance Evaluation

The Town Council shall evaluate the Town Manager's performance at least once annually. The Town Council and the Town Manager shall annually develop mutually agreed performance goals and criteria which the Town Council shall use in reviewing the Town Manager's performance in the following year. It shall be the Town Manager's responsibility to

initiate this review each year. The Town Manager will be afforded an adequate opportunity to discuss each evaluation with the Town Council.

20. Indemnification

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

21. Other Terms and Conditions of Employment

A. The Town Council may from time to time fix other terms and conditions of employment relating to the performance of the Town Manager, 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 Town's Personnel Rules and Policies ("Rules") shall apply to the Town Manager to the extent they explicitly apply to the position of the Town Manager, 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 the Town Manager a property right in his employment or a right to be discharged only upon cause. The Town Manager is an at-will employee serving at the pleasure of the Town Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

C. The Town Manager shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

22. Termination Without Cause

The Town Council may terminate the Town Manager's employment with Town at any time, with or without cause, and without advance notice. In the event of such termination without cause, the Town Manager, after termination and upon executing a claim waiver and release of liability, will be entitled to a severance benefit of six (6) months of the Town Manager's current base salary plus payment of accumulated vacation leave. This base salary and leave pay-out shall be made at the time of separation from Town employment and, upon payment, Town shall have no further obligation to the Town Manager and the Town Manager shall have no claim for further compensation from Town.

23. Termination With Cause

The Town Council may terminate the Town Manager's employment with Town for cause. In that event, Town shall have no obligation to continue the employment of the Town Manager and shall have no obligation to provide any severance compensation, although the Town Manager shall be entitled to payment of the value of accrued vacation leave or other payments required by law. If the Town Manager is terminated for cause, the Town Manager must be given notice of the cause and supporting evidence. The Town Manager is entitled to meet with the Town Council, subject to applicable provisions of the Ralph M. Brown Act, at which time the Town Manager may reply orally or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing and the Town Council's decision is final in its discretion. For purposes of this agreement, the term "for cause" shall include any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) 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);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted Town policy;
- (d) willful and repeated failure to carry out the lawful directives or policy decisions of the Town Council; or
- (e) willful abandonment of the position or continued and unexcused absence from duty.

24. Communications Upon Termination

In the event Town terminates the Town Manager for any reason or no reason, Town and the Town Manager (the "Parties," or, individually, the "Party") agree that they shall work toward creating a joint press release or statement, the content of which is mutually agreeable to the Parties. The joint press release or statement shall not contain any text or information that is disparaging to either Party.

If a joint press release or statement is agreed to,, the Parties agree that no member of the Town Council, the Town Management staff, nor the Town Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any Town employee concerning the Town Manager's termination except in the form of the mutually-created and agreed-upon joint press release or statement. Either Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

If a joint press release or statement is not agreed to, the Parties agree that no member of the Town Council, the Town Management staff, nor the Town Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any Town employee concerning the Town Manager's termination except to state the following facts: (i) the Town Manager's date of hire; (ii) the length of the Town Manager's employment with Town; and (iii) the Town Manager's last day as Yountville Town Manager.

25. Voluntary Termination; Death

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

B. In the event the Town Manager dies while employed by Town, his beneficiaries or those entitled to his estate shall be paid any earned salary and accrued vacation leave at the Town Manager's pay rate on the date of death.

26. Compliance With Law

A. This Agreement is subject to all applicable provisions of State and Federal law, the provisions of the Yountville Municipal Code, and to any other ordinances, rules, regulations, and policies of Town applicable to the Town Manager and the Town Manager position.

B. The provisions of California Government Code sections 53243 to 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement. Thus, if the Town Manager is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, the Town Manager shall fully reimburse the Town for any severance pay, paid leave, or salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

27. General Provisions

A. This Agreement constitutes the entire agreement between the parties. Town and the Town Manager 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:

Mayor and Town Council Town of
Yountville
6550 Yount St. Yountville, CA
94599

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

Gary B. Bell, Esq. Yountville Town
Attorney
333 University Avenue, Suite 200
Sacramento, CA 95825

Any notice to the Town Manager shall be given in a like manner, and, if mailed, shall be addressed to the Town Manager 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.

28. Amendments

This represents the entire agreement between the parties regarding the subjects contained herein. Amendments to this Agreement may only be made in writing signed by the parties hereto.

THE TOWN MANAGER

Dated: 8/1/2024 | 1:00 PM PDT

Brad Raulston

Bradford Raulston

TOWN

Dated: 8/1/2024 | 1:45 PM PDT

Margie Mohler

Margie Mohler, Mayor

Approved as to form:

Gary B. Bell
Gary B. Bell, Town Attorney

Dated: 8/1/2024 | 2:56 PM PDT

Attest:

Hilary Gaede
Hilary Gaede, Town Clerk

Dated: 8/5/2024 | 8:48 AM PDT