

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

This Second Amendment to Employment Agreement Between the Town of Yountville and Bradford Raulston (this "Second Amendment") is made and entered into effective July 15, 2025 (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, effective September 17, 2024, the Town and the Town Manager entered into that certain "Amendment to Employment Agreement Between the Town of Yountville and Bradford Raulston," a copy of which is attached hereto as Exhibit "2" and fully incorporated herein by reference (the "Amendment"); and

WHEREAS, on June 17, 2025, the Town Council conducted a successful performance evaluation 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 and the Amendment 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 \$286,440. Beginning in calendar year 2026 through calendar year 2030, following a successful, annual performance evaluation during which the Town Manager receives a satisfactory rating or above, the Town Manager's

annual base salary shall increase by five percent (5%) effective at the next payroll.

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

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

Town of Yountville

The Town Manager

Margie Mohler
Margie Mohler, Mayor

Brad Raulston
Bradford Raulston, Town Manager

ATTEST:

Hilary Gaede
Hilary Gaede, Town Clerk

APPROVED AS TO FORM:

Gary Bell
Gary B. Bell, Town Attorney