

RESOLUTION NO. 2025 - 7741

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE APPROVING
AN EMPLOYMENT AGREEMENT WITH JASON LEDBETTER**

WHEREAS, the Town Council has offered the position of Town Manager of the Town of Woodside to Jason Ledbetter; and

WHEREAS, the Town Council and Ledbetter are desirous of mutually entering into an Employment Agreement wherein the terms of Ledbetter's employment are formally delineated; and

WHEREAS, representatives of the Town Council have negotiated the desired terms of employment with Ledbetter and mutual agreement has been reached; and

WHEREAS, the Town Attorney has prepared an Employment Agreement which incorporates the final terms reached through the negotiation process; and

WHEREAS, the Town Council has, in open session at its regular meeting on April 8, 2025, considered the Employment Agreement and finds its terms to be acceptable.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WOODSIDE that the Employment Agreement between the Town of Woodside and Ledbetter, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute said agreement on behalf of the Town.

* * * * *

Passed and adopted by the Town Council of the Town of Woodside, California, at a meeting thereof held on the 8th day of April, 2025, by the following vote of members thereof:

AYES, and in favor thereof, Councilmembers: Aburish, Brown, Goeld, Wall, and Mayor Dombkowski

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

Signed by:

Brian Dombkowski

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Mayor of the Town of Woodside

ATTEST:

Julie Papis

Deputy Town Clerk of the Town of Woodside

RESO. 2025-7741
04/08/2025

TOWN MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") entered this 8th day of April, 2025 ("Effective Date"), by and between the Town of Woodside (hereafter referred to as "Town") and Jason Ledbetter (hereafter referred to as "Employee") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS Town desires to employ Employee as Town Manager and Employee desires to serve in such capacity.

WHEREAS the Town Council has adopted an ordinance establishing the Town Manager form of government in the Town of Woodside and setting forth the duties and responsibilities of the Town Manager.

WHEREAS Town Council, as appointing authority, and Employee desire to agree in writing on the terms and conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties hereto do now agree as follows:

SECTION 1. EMPLOYMENT.

Town hereby agrees to employ Employee as Town Manager to perform the functions and duties specified by the general laws of the State of California and by the Woodside Municipal Code and other ordinances and resolutions of the Town, and to perform other legally permissible and proper duties and functions as the Town Council may from time to time assign, on the terms and conditions and for the compensation set forth in this Agreement.

SECTION 2. SCOPE OF DUTIES AND SERVICES.

(a) Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the Town Manager for the Town under the direction and control of the Town Council and as set forth in the Woodside Municipal Code and other applicable laws, written policies and rules. Among other things, Employee has the authority to interview, hire and fire employees, and direct the workforce subject to the specific limitations set forth in the Woodside Municipal Code. Employee shall perform his obligations and responsibilities diligently within the time parameters indicated by the Town Council, applying the highest degree of professionalism, ethics, integrity and competency to the discharge of every aspect of his obligations.

(b) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission ("FPPC").

(c) Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement and shall not engage in any other employment except as may be specifically approved in writing in advance by the Town Council. However, the Town Council recognizes that Employee may actively participate in community affairs and shall be permitted to volunteer time, energy and expertise, and from time-to-time, to serve and hold office in charitable, non-profit, public service, service club, religious, and/or community organizations.

SECTION 3. TERM.

(a) Employee's employment as Town Manager of the Town shall commence on May 15, 2025.

(b) The term of this Agreement shall be from the date stated in subsection (a), above, and continue through May 15, 2028 ("Initial Term") unless terminated by either Party in accordance with the provisions of Section 5 (Termination of Employment and Severance). After the expiration of the Initial Term, this Agreement shall automatically renew annually unless terminated by either Party, in accordance with the provisions of Section 5 (Termination of Employment and Severance).

(c) The Parties recognize and affirm that: 1) Employee is an "at will" employee who serves at the pleasure of the Town Council; 2) Employee's employment may be terminated by the Town with or without cause; 3) there is no express or implied promise made to Employee for any form of continued employment; and 4) this Agreement is the sole and exclusive basis for an employment relationship between Employee and the Town.

SECTION 4. COMPENSATION.

For the services to be provided pursuant to this Agreement, Employee shall receive the following compensation and benefits:

(a) Compensation. Employee shall be paid an annual base salary of three hundred thousand dollars and no cents (\$300,000.00). Subject to Section 6 (Evaluation of Performance), Employee may be eligible for compensation adjustments after the six (6) month evaluation and annual evaluations thereafter. Any action to increase salary or benefits shall comply with California Government Code Section 3511.2(a), California Government Code Section 54953 (c)(3) and California Government Code Section

54956(b).

(b) General Benefits. Except as may be otherwise provided herein, Employee shall receive compensation and benefits offered to all other full-time employees of the Town. As used herein, benefits include personal leave accrual equivalent to seven (7) years of service, holidays, retirement, health insurance, and life insurance equivalent to one (1) year's salary. Employee shall not be compensated for any hours worked overtime because Employee is exempt from overtime under the Federal Fair Labor Standards Act.

(c) Automobile. Employee's duties require that he have continuously available transportation for business or related purposes. Employee shall provide his own vehicle for his normal business and personal use. The Town shall provide Employee with a monthly auto allowance of three hundred dollars (\$300.00).

(d) Housing Allowance. Town shall provide Employee with up to seven thousand five hundred dollars (\$7,500.00) in reimbursement for actual moving expenses. The Town shall also pay Employee two thousand five hundred dollars (\$2,500.00) per month in housing assistance for a residence located within 20 miles of Woodside's town limits. The allowance is applicable to either a purchased or rented primary residence.

(e) Expense Reimbursement.

(i) The Town recognizes that certain general expenses, dues, subscriptions, travel, and subsistence expenses are reasonably incurred by the Employee in the performance of job-related activities, functions, meetings, professional development, and professional conferences such as the annual International City Manager's Association (ICMA), League of California Cities, Urban Land Use Institute, and League's Managers' Division. The Town agrees to budget and pay for or reimburse Employee for these expenses; provided, however, that the amount paid under this subsection (f)(i) shall be limited by the amount the Council budgets for such expenditures.

(ii) Town agrees to reimburse Employee for expenses related to educational courses, short courses, executive coaching, seminars and institutes that will benefit the Town and improve Employee's professional abilities; provided, that the amount paid under this subsection (f)(ii) shall be limited by the amount the Council budgets for such expenditures.

(iii) Town shall reimburse Employee for membership and participation in any community or civic organizations in which the Town requires or encourages Employee to participate; provided, that the amount paid under this subsection (f)(iii) shall be limited by the amount the Council budgets for such expenditures.

SECTION 5. TERMINATION OF EMPLOYMENT AND SEVERANCE.

(a) Employee is an at-will employee serving at the pleasure of the Town Council as provided in Government Code Section 36506. The position of Town Manager is

an FLSA-exempt position. This Agreement may be terminated by one of the following means:

- (i) Voluntary Resignation: Employee may voluntarily resign by delivering a letter of resignation to the Town Council not less than 60 days prior to the effective date of resignation. In the case of a resignation, no severance will be paid to Employee.
- (ii) Termination or Forced Resignation by Town Council: The Town Council may terminate the employment of Employee by giving written notice not less than 60 days prior to the effective date of termination, or by causing Employee's resignation by a majority of the Town Council requesting Employee to resign and Employee then volunteering to resign after such action by the Town Council. Notwithstanding the above, Employee may not be terminated without cause or forced to resign within sixty (60) days after a Regular or Special Election wherein a new member or members of the Town Council are elected.

(b) In the event Employee is terminated from employment by the Town Council without cause, or is caused to resign by the Town Council pursuant to subsection (a)(ii) above without cause, and contingent upon Employee's execution of a comprehensive general release and waiver of all claims of any nature, known or unknown, against the Town, Employee shall be entitled to payment of six (6) month's severance and an amount equivalent to six (6) months of benefits. In no event will Employee be entitled to severance pay absent execution of a comprehensive general release and waiver of all claims in a form acceptable to the Town. Such severance shall be paid in full upon the execution of the release and waiver of claims. Employee shall not be eligible for the severance pay provided for in this subsection (b) in the event that Employee's employment is terminated for cause as set forth in subsection (c), below.

(c) This Section 5 does not confer any property rights on Employee, as he remains an at-will employee. If the Town Council terminates Employee's employment for cause (also terminating this Agreement), Employee shall not be entitled to any additional compensation or payment, including severance, but shall be entitled only to accrued base salary and personal leave, and any other accrued and unused benefit allowances according to their terms. The phrase "termination for cause" only pertains to Employee's eligibility for severance as described subsection (b), above. A "termination for cause" may include, but shall not be limited to, the following:

- (i) Conviction of or plea of guilty or nolo contendere to any criminal offense involving moral turpitude or any other crime (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the Town or on the Employee's reputation, provided that Employee may be placed

on administrative leave without pay should he be charged with such a crime or crimes;

- (ii) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.
- (iii) Conviction of a felony or misdemeanor with a nexus to the workplace.
- (iv) Purposefully violating administrative policies and procedures.
- (v) Failure to properly perform assigned duties.
- (vi) Incidents of insubordination.
- (vii) Failure to maintain satisfactory working relationships with other employees or the public.
- (viii) Willful destruction, theft, misappropriation, or misuse of Town property.
- (ix) Intoxication on duty, whether by alcohol or non-prescription drugs.
- (x) Unexcused absences.
- (xi) Dishonesty, fraud, or misconduct in office.
- (xii) Fraud or dishonesty in securing this appointment.
- (xiii) Violation of State or federal discrimination laws including but not limited to race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex or age concerning either members of the public or Town employees;
- (xiv) Willful or unlawful retaliation against any other Town official or employee or member of the public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto.
- (xv) Refusal to comply with lawful directions, decisions or orders given or made by a majority of the Town Council.
- (xvi) Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of Town or its organizational units; (b) is detrimental to employees or public safety; or (c) violates Town's properly established rules or procedures; and

(xvii) Other failures of good behavior either during or outside of employment such that the Employee's conduct causes discredit to the Town.

(d) Pursuant to Government Code section 53243.2, any cash severance payment received by Employee from the Town shall be fully reimbursed to the Town if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code Section 53243.4.

SECTION 6. PERFORMANCE EVALUATION AND GOAL SETTING.

(a) The Town Council will initially evaluate Employee's performance after the first six (6) months of employment and annually thereafter beginning on January 1, 2026, or more frequently if requested by the Town Council in its sole discretion (the "Performance Evaluation"). Employee's Performance Evaluation shall be facilitated by a mutually agreed upon third party professional facilitator and conducted in accordance with specific performance criteria developed in advance by the Town Council in consultation with Employee.

(b) The Performance Evaluation will include a review of Employee's past performance, including but not limited to Employee's Goal Setting. "Goal Setting" means an annual activity wherein Employee ensures that Town goals and objectives are determined via a professionally facilitated process in a timely manner to inform the Town's annual budgeting process.

SECTION 7. BONDING.

Town shall bear the full cost of any fidelity or other bond required of Employee as the Town Manager under any law or ordinance.

SECTION 8. NOTICES.

Any notice to either Party shall be in writing and given by delivering the same to such Party in person; by sending the same by registered mail, return receipt requested, with postage prepaid; or by email, to the following addresses:

TOWN: Mayor and Town Council Town
2955 Woodside Road
Woodside, CA. 94062

With copy to: Town Attorney



EMPLOYEE: Jason Ledbetter



[REDACTED]

Either Party may change its mailing address at any time by giving 10 days' written notice to the other Party. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the United States Postal Service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

Town shall defend, hold harmless, and indemnify Employee, using legal counsel of Town's choosing, in any action or proceeding alleging an act or omission within the scope of Employee's employment. The defense provided by Town under this section shall extend until a final determination of all issues in the action or proceeding. In the event that there is a conflict of interest between Town and Employee, such that independent counsel is required for Employee, Employee may engage his own legal counsel, and Town shall indemnify Employee, including direct payment of all reasonable fees and costs of Employee's legal counsel. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code Section 825(a), Employer reserves the right to not pay any judgment, compromise, or settlement subject to that section if it is established that the action or proceeding arose out of an act or omission that did not occur within the scope of Employee's employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, Employer reserves the right to refuse to provide for the defense of Employee for the reasons set forth in California Government Code Section 995.2 or other applicable provisions of law. Any Town funds provided for the legal criminal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1, if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code Section 53243.4. In addition, if Employee is placed on paid administrative leave pending an investigation, Employee shall reimburse Town for any salary paid during that leave if he is subsequently convicted of a crime involving an abuse of office.

SECTION 10. GENERAL PROVISIONS

- (a) Binding Agreement: This Agreement shall be binding on the heirs, successors and assigns of the Parties.
- (b) The Rights of Parties: Unless expressly set forth in this Agreement, nothing in this Agreement shall abrogate any rights, responsibilities, benefits, or privileges to which either party would otherwise be entitled.
- (c) Amendment: This Agreement may be amended only in writing by mutual agreement of the Parties.
- (d) State Law: The rights and obligations of the Parties shall be governed by the laws of the State of California.

(e) Abuse of Office: California Government Code Sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

(f) Recitals: Recitals are incorporated by reference into this Agreement.

(g) Failure to Act: Failure to exercise any right or remedy shall not act as a waiver to exercise that right.

(h) Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes any prior agreement.

(i) Severability: Should any paragraph, subparagraph, sentence clause or word included in this Agreement be found invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

(j) Mediation: Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs.

(k) Attorneys' Fees: The prevailing Party of any dispute over the terms and conditions of this Agreement is entitled to attorney fees.

(l) Assignment: This Agreement is not assignable by either Town or Employee.

*****Signatures appear on the following page *****

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

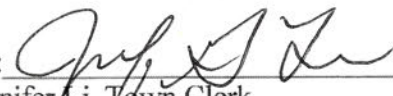
TOWN OF WOODISDE

By: 
Brian Dombkowski, Mayor

EMPLOYEE

By: 
Jason Ledbetter, Town Manager

ATTEST

By: 
Jennifer Li, Town Clerk

APPROVED AS TO FORM

By: 
Jean B. Savaree, Town Attorney

RESOLUTION NO. 2026 - 7798

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE APPROVING THE FIRST AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT

WHEREAS, the Town of Woodside and Jason Ledbetter entered into an Employment Agreement on April 8, 2025, which appointed Mr. Ledbetter as Town Manager for the Town of Woodside effective May 15, 2025; and

WHEREAS, pursuant to the Employment Agreement, the Town Council was required to evaluate the Town Manager's performance after his first six (6) months; and

WHEREAS, the Town Council undertook to perform this review during November and December 2025; and

WHEREAS, based on its review the Town Council has determined that the Town Manager's base compensation should be adjusted; and

WHEREAS, the Town Manager's Employment Agreement requires that adjustments to compensation be approved by resolution approved in a public meeting of the Town Council.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Town of Woodside, California, that the Town Manager's Employment Agreement is hereby amended, as outlined in Exhibit A to reflect that his base annual compensation, effective January 1, 2026, shall be adjusted from \$300,000 to \$315,000.

PASSED AND ADOPTED, by the Town Council of the Town of Woodside, California, at a meeting thereof held on this 13th day of January, 2026, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Aburish, Brown, Goeld, Wall, and Mayor Dombkowski

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

Signed by:

Brian Dombkowski

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Mayor of the Town of Woodside

ATTEST:

[Signature]

Clerk of the Town of Woodside

RESO. 2026-7798

01/13/2026

EXHIBIT A

**FIRST AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF WOODSIDE AND JASON LEDBETTER**

This document constitutes the First Amendment to the Employment Agreement entered into as of the 8th day of April, 2025 by and between the Town of Woodside hereinafter called "TOWN" and Jason Ledbetter, hereinafter called "LEDBETTER".

RECITALS

This First Amendment is entered into with reference to the following facts and circumstances:

A. The Town Council and LEDBETTER desire to amend Section 4 (a) of the Employment Agreement.

B. Section 4 (a) of the Employment Agreement, Compensation, shall be amended to read as follows:

Compensation. Effective January 1, 2026, Employee shall be paid an annual base salary of three hundred fifteen thousand dollars and no cents (\$315,000). Subject to Section 6 (Evaluation of Performance) Employee may be eligible for compensation adjustments after annual evaluations. Any action to increase salary or benefits shall comply with California Government Code Section 3511.2(a), California Government Code Section 54953(c)(3) and California Government Code section 54956(b).

C All other terms and conditions of the Employment Agreement, dated April 8, 2025, shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

TOWN OF WOODSIDE

TOWN MANAGER

DATED: 1/14/2026

DATED: 1/14/2026

Signed by:

Brian Dombkowski

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By: BRIAN DOMBKOWSKI, MAYOR

JASON LEDBETTER

RESO. 2026-7798

01/13/2026