

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

between

CITY OF CALISTOGA AND DYLAN FEIK

1. PARTIES AND EFFECTIVE DATE.

The parties to this First Amendment to Employment Agreement (“First Amendment”) are the City of Calistoga (“CITY”) and Dylan Feik (“MANAGER”). The effective date of this agreement shall be June 19, 2018.

2. PURPOSE.

The parties have previously entered into an Employment Agreement between City of Calistoga and Dylan Feik (“Employment Agreement”) effective as of February 2, 2016. The CITY and MANAGER hereby desire to amend the Employment Agreement as set forth below.

3. AMENDMENT.

A. Section 6(a) is hereby modified to read in its entirety as follows:

6. COMPENSATION AND BENEFITS.

a. Salary. CITY agrees to pay MANAGER for his services rendered pursuant hereto as City Manager the sum of one hundred eighty-nine thousand three hundred and seventy-one dollars (\$189,371) annually payable in installments at the same time as other employees of the CITY are paid. CITY also agrees that should it provide a cost of living adjustment to all existing department heads, the MANAGER shall receive the same adjustment.

B. Section 6(e) is hereby deleted in its entirety and replaced with the following:

6. COMPENSATION AND BENEFITS.

e. ICMA-RC 401(a) Money Market Plan. The City authorizes MANAGER to participate in a deferred compensation plan known as ICMA-RC 401(a) Money Market Plan and City agrees to pay annually the employer administrative fee in the amount of \$1,000 for MANAGER to participate in the ICMA-RC 401(a) money market plan ("plan"). MANAGER shall participate in the plan according to the terms and conditions of the applicable plan documents. All additional contributions to the plan shall be paid solely by MANAGER.

C. Section 7(e) is hereby added to read in its entirety as follows:

7. RESIGNATION AND TERMINATION.

e. Pursuant to Government Code section 53243, et seq., if MANAGER is convicted of a crime involving an abuse of his office or position, all of the following shall apply upon final conviction: (1) if MANAGER is provided with administrative leave pay pending an investigation, MANAGER shall be required to fully reimburse such amounts paid; (2) if the City, in its discretion, pays for the criminal legal defense of MANAGER, MANAGER shall be required to fully reimburse such amounts paid; and (3) if MANAGER is provided with any severance pay and/or settlement pay, MANAGER shall be required to reimburse such pay. For purposes of this Section,

“abuse of office or position” shall be as defined under California Government Code section 53243.4.

D. Section 9 is hereby amended to read in its entirety as follows:

9. PERFORMANCE EVALUATION.

CITY shall evaluate MANAGER’s performance annually and prior to any renewal or extension of this Agreement. As part of each evaluation, the City Council and MANGER will set goals and objectives for MANAGER’s performance for the following year. CITY and MANAGER may renew or extend the term of this Agreement, provided such renewal or extension is reduced in writing, signed by both Parties and adopted as an Amendment to this Agreement.

D. Section 11 is hereby amended to read in its entirety as follows:

11. INDEMNIFICATION.

Except as otherwise provided in Section 7(e) of this Agreement, CITY shall defend, save harmless, and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of MANAGER’s duties as City Manager. CITY will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to MANAGER as described herein, for any acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following MANAGER’s employment with CITY as City Manager.

4. Except as specifically modified herein, all remaining terms and obligations set forth in the Employment Agreement between the CITY and MANAGER shall remain in full force and effect.

CITY OF CALISTOGA

By: _____
Chris Canning
Mayor

Dated: _____

MANAGER:

By: _____
Dylan Feik

Dated: _____

APPROVED AS TO FORM:

Michelle Marchetta Kenyon
City Attorney