

**RESOLUTION NO. 2022-003**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, APPOINTING LAURA SNIDEMAN AS CITY MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN CITY OF CALISTOGA AND LAURA SNIDEMAN**

**WHEREAS**, the City of Calistoga ("City") has a need to hire a City Manager;

**WHEREAS**, Laura Snideman ("Manager") possesses the skills and expertise necessary to perform these services; and

**WHEREAS**, the City desires to enter into an Employment Agreement to set forth the terms and conditions of Manager's duties as City Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Calistoga, as appointing authority, hereby appoints Laura Snideman as City Manager and approves the Employment Agreement Between City of Calistoga and Laura Snideman in substantially the same form attached hereto as Exhibit "A" and authorizes and directs the Mayor to execute same for and on behalf of the City of Calistoga.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of January 2022. I, **MARNI RITTBURG, CITY CLERK OF THE CITY OF CALISTOGA, HEREBY CERTIFY** the foregoing resolution was introduced and passed at a regular meeting of the Calistoga City Council by the following roll call vote:

**AYES:** Councilmember Kraus, Williams, Vice Mayor Lopez-Ortega and Mayor Canning  
**NOES:** None  
**ABSENT:** Councilmember Gift  
**ABSTAIN:** None

**ATTEST:**

  
Marni Rittburg, CMC, City Clerk

**APPROVED:**

  
Chris Canning, Mayor

**APPROVED AS TO FORM:**

  
MICHELLE MARCHETTA KENYON, City Attorney

**EXHIBIT A**

**Employment Agreement Between the City of Calistoga and Laura Snideman**

**EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF CALISTOGA  
AND LAURA SNIDEMAN**

**1. PARTIES AND DATE**

This Agreement is made and entered into this January \_\_, 2022 (the "Effective Date"), by and between the City of Calistoga, California, a municipal corporation, (hereinafter called "Employer") and Laura Snideman, (hereinafter called "Employee") an individual who has the education, training and experience in local government management.

**2. DUTIES AND AUTHORITY**

- A.** Employee shall begin employment under this Agreement on February 1, 2022 subject to the terms and conditions contained in this Agreement.
- B.** Employer agrees to employ Laura Snideman as City Manager to perform the functions and duties specified in the municipal code, ordinances and resolutions of Employer, and to perform other legally permissible and proper duties and functions as the Employer may assign from time to time. Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of duties.
- C.** Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing-body directives, state, local, and federal laws, Employer policies, rules and regulations, and ordinances as they exist or may hereafter be amended or established.
- D.** Except as may be provided otherwise by applicable law, personnel ordinances, rules and regulations, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to appoint, dismiss, direct, assign, reassign, demote and evaluate any officer or employee of the City, subject to all applicable personnel ordinances, rules and regulations.
- E.** Except as may be provided otherwise by applicable law, personnel ordinances, rules and regulations, City policy, or Employer's written contractual agreement with any other person, Employee shall have the authority to establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- F.** Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed sessions with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise prohibited by applicable law, regulation, lawful governing body directive, or Employer's agreement with any other person.

- G. Employer will strive to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- H. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by City Council, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.
- I. 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. Prior to performing any services under this Employment Agreement and annually thereafter, Employee must complete disclosure forms required by law.

### **3. CITY COUNCIL COMMITMENTS**

- A. The City Council sets policy for the governance of the City and implements its policies through the Employee. Policy direction will be taken by the Employee from the majority of the City Council only when the City Council is sitting as a body in a lawfully held meeting.
- B. City Council shall deal with all subordinate City employees, officers, contractors, and consultants solely through the Employee or Employee's designee. No City Council member may provide direction to any subordinate of the Employee, either publicly or privately.

### **4. ETHICAL COMMITMENTS**

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, [www.icma.org](http://www.icma.org).

### **5. COMPENSATION AND BENEFITS**

#### **A. Compensation**

- i. Base Salary: Effective February 1, 2022, Employer shall pay Employee a monthly base salary of Nineteen Thousand One Hundred Fifty Dollars (\$19,150), payable in installments at the same time as Department Directors of the Employer are paid.
- ii. After 6 months of employment, Employer agrees to conduct a performance evaluation to determine whether a cost of living adjustment for Employee is warranted. Consideration shall be given on an annual basis to an increase in compensation.

- iii. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 5.A.i. of this Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action at a regular meeting in compliance with all applicable law. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating any adjusted salary.

**B. Health, Disability and Life Insurance**

- i. The Employer shall provide Employee the same insurance benefits including but not limited to life, health and dental coverage, long term disability at a level that is equal to the highest level provided to Department Directors and in the same manner provided to other Department Directors and consistent with applicable law. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer agrees to reimburse the employee for the costs of COBRA insurance for the same, during the initial waiting period.
- ii. Except as otherwise provided in this Agreement, the Employee will receive other benefits, including fringe benefits, at a level that is equal to the highest level provided to other Department Directors.
- iii. All provisions of this Paragraph 5 are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Paragraph 5 shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the Employer to effectuate such requirements shall not constitute a breach of this Agreement.

**C. Leaves**

Upon execution of this agreement, the Employee shall be credited with 10 days of accrued vacation leave and 5 days of accrued sick leave hours on a one-time basis as well as the 40 hours of administrative leave provided to other Department Directors each January 1. Employee shall be entitled to accrue and use all leaves in the same manner provided to other Department Directors, as set forth in the unrepresented employees' salary and benefits resolution and Department Director employment agreements as permitted by law, and under the same rules and provisions applicable to other Department Directors. This includes any leave buy-back programs, except that, with regard to administrative leave, Employee shall be entitled to cash out any accrued administrative leave upon resignation or termination of employment. Employee shall be entitled to the highest level of benefit provided to other Department Directors regardless of the number of years of service with Employer in each category of leave (including leave buy-back) consistent with the law. Upon termination of this Agreement or resignation, Employee shall be paid for all accrued and unused leaves.

**D. Retirement**

Subject to the Public Employees' Retirement Law, the Employer shall immediately, or at the first permissible opportunity, enroll the Employee into membership with the California Public

Employees' Retirement System ("CalPERS") for non-safety employees. Employee shall be responsible for the full member contribution. The Employer shall be responsible for the employer contribution.

Employer shall amend its existing 457(b) plan to permit an Employer matching contribution to Employee's 457(b) plan account. Employee shall be permitted to participate in the Employer's 457(b) plan and Employer shall contribute funds matching the Employee's deferral on a dollar-for-dollar basis up to one-half (1/2) the catch-up deferral limits for a 457(b) plan for those over age 50. The Parties expressly understand this match does not extend to the 457(b) plan "last three years special catch-up" deferral limits. The 457(b) plan is referenced solely to establish the Employer's maximum contribution amount and the specific funds may be applied to other allowable deferred compensation plans of the Employer for which Employee is eligible to participate in and for which employee deferrals and employer matching contributions are permitted in lieu of depositing the matching contributions in the Employee's 457(b) plan account.

#### **E. General Business Expenses**

- i. Employer agrees to budget and pay for reasonable and necessary travel, subsistence expenses, subscriptions and dues necessary for continuation and full participation in short courses, national, regional, state, and local associations or institutes, and organizations necessary for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer that have been approved by Employer, including but not limited to League of California Cities, CCMF, and ICMA.
- ii. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- iii. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee technology sufficient for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. This may include purchase, installation and/or maintenance of a mobile phone, computer, software, and/or internet access. The primary use is to conduct City business provided, however, that it is expressly understood that the equipment may be subject to personal use so long as it does not interfere with the primary business use. At the conclusion of employment, all hardware, software, and applications shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.
- iv. The foregoing Paragraphs in this Section shall be subject to the budgeting and approval of the Employer.

#### **F. Performance Evaluation**

- i. Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee and shall use an

outside facilitator at the discretion of either the City Council or the City Manager to be paid for by the Employer.

- ii. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
  1. conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,
  2. following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
  3. next meet and discuss the written evaluation of these goals and objectives, and
  4. present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- iii. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the City Council and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content or substance of the Employee's evaluation with their respective legal counsel.
- iv. In the event the Employer deems the evaluation instrument, format and/or procedure need to be modified by the Employer, and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

#### **G. Hours of Work**

Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. It is recognized that Employee must devote a great deal of time to the business of the City outside of the City's customary office hours and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. Toward that end, Employee shall have discretion over her work schedule and location and shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular Employer business hours and for the performance of her duties and of Employer business.

#### **H. Outside Activities**

In accordance with Government Code Section 1126, during the period of her employment, Employer shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under this Section 5) whether or not for pecuniary advantage, that is or may be competitive with Employer, that might cause a conflict-of-interest with Employer, or that otherwise might interfere with the business or operation of Employer or

the satisfactory performance of Employee's duties as City Manager. Recognizing that certain outside teaching or consulting opportunities provide indirect benefits to the Employer and community, the Employee may elect to accept occasional and limited teaching, consulting or other business opportunities with the prior approval of City Council.

## **6. EMPLOYMENT SEPARATION**

### **A. Resignation**

Employee may terminate this Agreement by providing a minimum 60 days' advanced written notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law. If Employee voluntarily resigns her employment with the Employer, she shall not be entitled to any severance pay nor continued compensation and benefits, except as otherwise might be agreed by Employer in this Employment Agreement. Nothing in this Agreement shall be construed as limiting or otherwise interfering with the right of Employee to resign at any time from this position with City, subject only to the provisions set forth in this Section.

### **B. Termination Without Cause**

Employee serves at the pleasure of the Employer and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee, with or without cause, and with or without prior notice, subject to the provisions set forth in Section 6.B. and Section 6.C. of this Agreement as Employee is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506. There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and Employer. Employee expressly waives any claim or right under contrary law, except as is provided in Section 6.D. of this Agreement. For the purpose of this agreement, termination without cause shall occur when:

- i. The majority of the City Council votes to terminate the Employee at a properly noticed and duly authorized public meeting.
- ii. If the Employer, citizens or legislature acts to amend any provisions of the municipal code, or other similar governing documents pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- iii. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all exempt City management employees, such action shall constitute a breach of this agreement and may be regarded as a termination.
- iv. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the City Council that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.



- v. A material breach of contract by the Employer that is not cured within 30 days of written notice describing the conduct that constitutes a breach.

**C. Termination for Cause**

- i. Notwithstanding Section 6.B. above, the Employer shall not be obligated to pay any compensation, benefits, or severance under the provisions of this Employment Agreement if Employee is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for Employer to confirm the cause for termination hereunder, the Employer may place Employee on paid administrative leave.
- ii. In the event Employer concludes that there is grounds for terminating Employee for cause, Employer shall notify Employee and permit her to resign immediately. In such circumstance, Employee shall be entitled only to the compensation accrued up to the date of termination, payments required by Section 5.C. above, and such other termination benefits and payments as may be required by law. If the Employee is terminated for cause, then she shall not be entitled to any severance benefits provided by Section 6.D.

**D. Severance**

Severance shall be paid to the Employee when employment is terminated without cause as defined in Section 6.B.

- i. If the Employee is terminated without cause, the Employer shall provide a severance payment equal to 9 months of the then current base salary. This severance shall be paid in a lump sum or in a continuation of salary on the existing basis, at the Employee's option. However, the impacts of Employee's selection are subject to applicable local, state, and federal laws, including, but not limited to, the Public Employees Retirement Law and IRS rules, regulations, and statutes.
- ii. Employer shall also pay for the continuation of Employee's then current monthly premiums for medical, dental, and vision for the 9 months or until Employee is employed elsewhere, whichever occurs first, consistent with Government Code Section 53261.
- iii. Employee shall not be entitled to severance identified in Section 6.D.(i) or (ii) if Employee is terminated without cause because of: (1) Employee's death, or (2) Employee's incapacity due to injury or illness (physical or mental).

**E. Reimbursement by Employee to City – AB 1344 Requirements**

- i. If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed

to the Employer if Employee is convicted of a crime involving an abuse of her office or position as defined by Government Code section 53243.4.

- ii. If any express or implied provision of this Agreement, the Municipal Code of the Employer or any policy or practice of the Employer provide paid leave salary to Employee pending an investigation, said paid leave salary shall be fully reimbursed by the Employee to the Employer if Employee is convicted of a crime involving an abuse of her office or position as defined by Government Code section 53243.4.
- iii. If any express or implied provision of this Agreement, the Municipal Code of the Employer, or any policy or practice of the Employer provide for payment of funds for the legal criminal defense of Employee, said funds paid for her legal defense shall be fully reimbursed by Employee to the Employer if Employee is convicted of a crime involving an abuse of her office or position as defined by Government Code section 53243.4.

**F. Ownership of Records and Retention of Records upon Employee's Separation**

All reports, notes, plans, documents, records, computer data, and other material or certified copies of same, prepared by Employee in the course and scope of her duties under this Agreement, shall be delivered to, and become the property of the Employer. Employee shall make such documents available for review and/or audit by Employer and its representatives at all reasonable times during the term of this Agreement and for at least four (4) years from the date of expiration or termination of this Agreement

**G. Communications upon Employee's Separation**

In the event the Employer terminates the Employee for any reason or no reason, the Employer and the Employee agree that no member of the City Council, Employer Management staff, nor the Employee, shall make any written, oral or electronic statement to any member of the public, press or City employee concerning the Employee's separation except in the form of a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee. The joint release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint release or statement in response to any inquiry.

**7. INDEMNIFICATION**

Provided that Employee complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, Employer shall defend, hold harmless, and indemnify Employee 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 Employee's duties in accordance with the provisions of Sections 825 and 825.6, as now existing or hereafter amended. Employer may conduct such defense reserving the rights of Employer not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Employee's employment as an employee of Employer. Employer is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of Employee's employment as an employee of Employer. Nothing in this Agreement authorizes or obligates Employer to pay that part of any claim or

judgment that is for punitive or exemplary damages. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.

## **8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, local ordinances or any other law.

## **9. GENERAL PROVISIONS**

- A.** The waiver by either party of any term or condition of this Agreement or any breach of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- B.** Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this agreement.
- C.** Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- D.** Effective Date. This Agreement becomes effective upon a majority vote of the City Council at a duly noticed meeting and will continue until terminated.
- E.** Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- F.** Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules and regulations or any such permissive law during the term of this Agreement.
- G.** Attorney Fees. In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear their own attorneys' fees and costs.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution.

I. Assignment. This Agreement is not assignable by either the Employer or Employee.

**10. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial proceedings. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service to the addresses set out below or as subsequently communicated by one party to the other in writing:

All notices and requests pursuant to this Agreement are to be sent as follows:

EMPLOYER: Mayor  
City of Calistoga  
1232 Washington Street  
Calistoga, CA 94515

EMPLOYEE: Laura Snideman, address on file at City Hall

**THIS AGREEMENT** has been executed as of the date first hereinabove written.

EMPLOYER:

EMPLOYEE:

CITY OF CALISTOGA,  
a municipal corporation

By: \_\_\_\_\_  
Chris Canning, Mayor

*Laura Snideman*  
\_\_\_\_\_  
Laura Snideman

ATTEST:

By: \_\_\_\_\_  
Marni Rittburg, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney