# SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CALISTOGA AND LAURA SNIDEMAN

# 1. PARTIES AND EFFECTIVE DATE

This Second Amendment to Employment Agreement is entered into this 2<sup>nd</sup> day of July, 2024, by and between the City of Calistoga, California, a municipal corporation (hereinafter called "Employer") and Laura Snideman, (hereinafter called "Employee") (Employer and Employee referred to collectively as "Parties") with respect to the employment of Employee as the City Manager of the Employer.

#### 2. RECITALS

WHEREAS, the Parties entered into an Employment Agreement effective as of January 31, 2022 ("Employment Agreement"); and

WHEREAS, the Parties entered into a First Amendment to Employment Agreement to amend the terms and conditions of Employee's employment; and

WHEREAS, the Parties now desire to amend the Employment Agreement through this Second Amendment to Employment Agreement between City of Calistoga and Laura Snideman ("Second Amendment") to reflect new terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### 3. AMENDMENT

A. Section 5(A) subsection (i) of the Employment Agreement is hereby amended to read in its entirety as follows:

# COMPENSATION AND BENEFITS

# A. Compensation

i. Base Salary: Effective July 1, 2024, Employer shall pay Employee a monthly base salary of Twenty Four Thousand Three Hundred Eighty-Five Dollars (\$24,385), payable in installments at the same time as Department Directors of the Employer are paid. Employer shall give consideration on an annual basis to an increase in Employee's compensation. B. The second paragraph of Section 5(D) of the Employment Agreement is hereby amended to read in its entirety as follows:

#### COMPENSATION AND BENEFITS

# D. Retirement

Employer shall annually contribute to a retirement plan of the employee's choosing. The annual amount shall be the Federal maximum of a 457(b) plan 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 "pre-retirement/last three years special catch-up" deferral limits which have historically doubled the contribution 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.

#### 4. FULL FORCE AND EFFECT

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

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THIS SECOND AMENDMENT has been executed as of the date first hereinabove written.

**EMPLOYER:** 

**EMPLOYEE:** 

**CITY OF CALISTOGA** 

Donald Williams, Mayor

Laura Snideman

ATTEST:

By:

diana Galvan, City Clerk

**APPROVED AS TO FORM:** 

Rv

Michelle Marchetta Kenyon

City Attorney