

City of Richmond – Laura Snideman Employment Agreement

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EMPLOYMENT AGREEMENT

This Agreement, made and entered in to this January 5, 2021, by and between the City of Richmond, California, a municipal corporation, (hereinafter called "Employer") and Laura Snideman, (herein after called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01 Term

The term of this agreement shall be for an initial period of just over three (3) years from January 5, 2021 to January 31, 2024. On February 1, 2024, and every other succeeding February 1 while this Agreement is in effect, the Agreement shall automatically be renewed and extended for a two (2) year term unless notice that the Agreement shall terminate is given at least six (6) months before the expiration date.

In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or is terminated per the terms set forth in this agreement.

Section 1.02: Duties and Authority

- A. Employer agrees to employ Laura Snideman as City Manager to perform the functions and duties specified in the City of Richmond charter and municipal code and to perform other legally permissible and proper duties and functions as assigned by Employer. 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.
- B. 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 ordinances as they exist or may hereafter be amended.
- C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter

of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

- D. Except as may be provided otherwise by applicable law, regulation, City policy, or Employer's 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.
- E. 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, 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.
- F. 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.
- G. 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 Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: 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.

ARTICLE II

Compensation and Benefits

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$255,000, payable in installments at the same time that the other executive employees of the Employer are paid.
- B. Consideration shall be given on an annual basis to an increase in compensation.
- C. 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 2.01.A. of the 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.

Section 2.02: Health, Disability and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee at a level that is equal to the highest benefit schedule provided to any group of exempt City management employees. 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.
- B. Except as otherwise provided in this Agreement, the Employee will receive benefits, including fringe benefits, at a level that is equal to the highest benefit schedule provided to any group of exempt City management employees.

Section 2.03: Vacation, Sick, and Military Leave

Upon execution of this agreement, the Employee shall be credited with 75 accrued vacation leave hours. In addition, beginning the first day of execution, Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis at a rate that is equal to the highest benefit schedule provided to any group of exempt City management employees, and under the same rules and provisions applicable to other exempt City management employees, including any leave buy-back programs. However, for the purposes of vacation, the vacation accruals and vacation caps will be equal to an exempt City management employee who has worked for the City for 30 or more years.

Section 2.04: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five Hundred Dollars (\$500) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by the San Francisco area Consumer Price Index for All Urban Consumers (CPI-U). The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 2.05: 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"). Employee shall be responsible for the full member contribution. The Employer shall be responsible for the employer contribution.

The Employer will contribute the maximum amount that may be contributed under law to an IRC 457 plan, but the Employee may designate the contribution into any permissible deferred compensation account provided by the City. For example, if the employer provides an IRC 401(a) plan, the contribution may be made to the IRC 401(a) plan, but the Employer's contribution will still be subject to the maximum contribution limits for an IRC 457 plan. Employee shall be solely responsible and liable for the satisfaction of all taxes and/or penalties that may be imposed on or for the account of Employee in connection with this Agreement (including any taxes and penalties), and the Employer shall have no obligation to indemnify or otherwise hold Employee (or any beneficiary of Employee) harmless from any or all of such taxes or penalties.

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA and League of California Cities annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop computer, software, mobile phone and/or tablet computer required 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. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.
- F. The foregoing Paragraphs in this Section shall be subject to the budgeting and approval of the Employer.

ARTICLE III

General Work Conditions

Section 3.01: Performance Evaluation

- A. 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 City.
- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
 - a) 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,
 - b) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
 - c) next meet and discuss the written evaluation of these goals and objectives, and
 - d) 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.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the governing body 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.
- D. In the event the Employer deems the evaluation instrument, format and/or procedure is 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.
- E. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 3.02 Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Employee does not have set hours of work as she is expected to be available as necessary, including outside of a traditional work week schedule, and to that end, the Employee's schedule shall vary in accordance

with the work required to be performed. The Manager shall spend sufficient hours on site to perform her duties; however, the Employee has discretion over her work schedule and location.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, after prior approval from the Richmond City Council for each such engagement, the Employee may elect to accept limited teaching, consulting or other business opportunities.

ARTICLE IV

Employment Separation

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 60 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 4.02 Termination

- A. For the purpose of this agreement, termination shall occur when:
- a. The majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.
 - b. If the Employer, citizens or legislature acts to amend any provisions of the charter, municipal code, or other similar governing documents pertaining to the role, powers, duties, authority, 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.
 - c. 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 will be regarded as a termination.
 - d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
 - e. 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.

Section 4.03 Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to nine (9) months of salary; provided, however, that Employee shall be entitled to an additional one (1) month of salary, for up to a total of no more than twelve (12) months of salary, for each full year that Employee is engaged as the City Manager under this Agreement. However, in no event may the total severance amount exceed the amount of the monthly salary of Employee multiplied by the number of months remaining on the unexpired term of the contract. 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.
- B. The Employee shall be compensated for all accrued vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account in an amount equal to what would have been contributed based on the length of the term in Section 4.03.A. If the amount of the contribution under this Section exceeds the limit under the Internal Revenue Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- C. The Employer shall also pay for the continuation of Employee's then current monthly premiums for medical, dental, and vision for the same period of time as defined in Section 4.03 A.
- D. Employee shall not be entitled to severance identified in Section 4.03.A, B, or C if Employee is terminated because: (1) Employee's death, or (2) Employee's incapacity due to injury or illness (physical or mental), or (3) Employee's discharge or dismissal for willful misconduct, malfeasance, or dishonesty, or (4) for conviction of any felony or a misdemeanor involving moral turpitude. City may withhold payment of severance pay pending final disposition of any criminal charges.
- E. Government Code sections 53243 through 53243.4 are incorporated into this Agreement by reference.

ARTICLE V

General Covenants

Section 5.01: Bonding and 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, City 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. City may conduct such defense reserving the rights of City 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 City. City 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 City. Nothing in this Agreement authorizes or obligates City to pay that part of any claim or judgment that is for punitive or exemplary damages. City 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.

Section 5.02: 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, the Richmond Charter, local ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest benefits schedule that is enjoyed by or offered to any other group of exempt City management employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations, collective bargaining agreements, or by practice.

Section 5.03: General Provisions

- A. **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.
- B. **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.
- C. **Effective Date.** This Agreement becomes effective on January 5, 2021 and will continue until terminated.
- D. **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.

- E. 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.

Section 5.05: Notices

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


- A. EMPLOYER: City of Richmond, City Attorney's Office, 450 Civic Center Plaza, Richmond, CA 94804
- B. EMPLOYEE: Laura Snideman, Laura_Snideman@ci.richmond.ca.us and lsnideman@hotmail.com

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service or within twenty-four hours of receipt of a "read receipt" notice in an electronic transmission.

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

By: 

Mayor, City of Richmond

By: 

Laura Snideman