

**AGREEMENT FOR EMPLOYMENT
AS CITY MANAGER OF THE CITY OF PLACERVILLE**

This Agreement for Employment as the City Manager of the City of Placerville ("Agreement") is entered into by and between the City of Placerville ("City"), a general law city, and David R. Warren ("Employee") (collectively, "Parties").

WHEREAS, the City has a need to fill the position of City Manager vacated by the retirement of the current City Manager; and

WHEREAS, Employee David R. Warren has served as the Assistant City Manager and Director of Finance, possesses the necessary specialized skills, and is competent to perform the duties of City manager and this Agreement; and

WHEREAS, the City has selected David R. Warren to fill the upcoming vacancy of the City Manager role.

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

1. Appointment of Employee as City Manager: The City Council of the City hereby appoints Employee to the position of City Manager, in and for the City of Placerville, California, for the term of this Agreement described below.
2. Term of Agreement: This Agreement will become effective on the date approved by the City Council. The Agreement will automatically expire on October 4, 2026, unless extended or terminated as provided herein. The parties to this Agreement may terminate this Agreement pursuant to the provisions of Section 6.
3. At-Will Employment: Employee is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Employee's employment in accordance with the provisions of Section 6 of this Agreement. This provision may not be altered except by a written instrument executed by Employee, and formally approved by the City Council, which specifically references this Agreement and section.
4. Compensation:
 - (a) Employee shall be paid an annual base salary of one hundred seventy thousand eight hundred forty four dollars (\$170,844). The City may review Employee performance and salary throughout the term of this Agreement pursuant to the provisions of Section 7.
 - (b) Employee shall receive the benefits identified in Exhibit C to this Agreement.

5. Employee Duties and Responsibilities:

- (a) Employee shall commence his employment on October 4, 2025, and shall commence the duties and responsibilities of City Manager on that date.
- (b) Employee shall serve as the City Manager of the City and he shall be vested with the powers, duties and responsibilities set forth in Article 1, Chapter 19 of the Placerville City Code, and California law. Employee shall perform the duties as specified in Exhibit B of this agreement including any duties specified in applicable Ordinances and Resolutions of the City; and such other duties and functions as the City Council may from time-to-time assign.
- (c) Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. In addition to personal presence, availability also includes availability by phone, text, or email as may be reasonably appropriate for the situation. In emergency situations, Employee would normally be expected to be physically available or have appointed an acting City Manager to be physically available. Employee must reasonably be available to maintain the customary and normal business of the City as typically would be expected for other executive employees of the City.
- (d) Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee's expense and on Employee's own time, all required licenses and certifications as a condition of this employment.

6. Termination of Employment and Severance:

- (a) Employee may terminate this Agreement with or without cause, by giving the City sixty (60) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.
- (b) The City Council may terminate this Agreement with or without cause.
- (c) In the event City terminates Employee's employment without cause, the City shall pay Employee severance in a sum equal to five (5) months base salary and the continuation of all medical, chiropractic, vision and dental benefits (collectively "Severance") under this Agreement for five (5) months after the date of termination. The severance pay period shall increase by one (1) month for each year of service by Employee, commencing with October 1, 2026, up to a maximum of nine (9) months.

- (d) In the event that Employee obtains gainful employment during the severance pay period, as provided for in the preceding Section 6(c), the amount of severance pay and health benefits shall be reduced by the amount of pay and health benefits received by the Employee from his new employer during said severance period.
- (e) Prior to payment by the City of any Severance or Supplemental Severance and as an express condition to receiving such Severance or Supplemental Severance, Employee shall sign and deliver to the City a waiver in the form of Exhibit A, fully releasing the City (including its employees, officers and agents) from any and all claims by Employee.
- (f) If Employee is terminated for "cause," the City shall not owe any Severance, or Supplemental Severance, under this Agreement. The determination of whether there is "cause" for termination may include, but shall not be limited to the following:
 - 1. Violation of administrative policies and procedures;
 - 2. Failure to properly perform assigned duties;
 - 3. Theft of City property;
 - 4. Insubordination;
 - 5. Conviction of a felony, or conviction of a misdemeanor relating to Employee's fitness to perform assigned duties;
 - 6. Unauthorized absence from employment;
 - 7. Failure to maintain satisfactory working relationships with other employees or the public;
 - 8. Reporting for work, or being at work, under the influence of or in possession of alcohol or non-prescribed controlled substances;
 - 9. Improper use of City funds;
 - 10. Unauthorized use of City property;
 - 11. Willful misconduct or malfeasance;
 - 12. Any act of moral turpitude or dishonesty; and
 - 13. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

7. Performance Evaluations: The City Council may review and evaluate the performance of Employee annually, or on any other schedule deemed appropriate by the City Council. In the event City agrees to extend this contract beyond its expiration date, the City Council may consider adjusting Employee's salary annually. At the time of each evaluation, performance goals may be discussed that will be used to assist in the evaluation of Employee's performance in the future. Employee will timely cause to be placed on the City Council agenda each year or as otherwise directed by the City Council, a "closed session" for the purpose of his performance evaluation.

8. Ownership of Work: All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of her duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

9. Bonds and Indemnification: The City shall defend, hold harmless and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code Section 825 and provide a defense in accordance with Government Code Section 995. The City may decline to defend and/or indemnify only as permitted by the California Government Code. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. The City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

10. Notices: Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

CITY
Mayor and City Council
City of Placerville
3101 Center Street
Placerville, CA 95667

EMPLOYEE
David R. Warren
872 Cottage Street
Placerville, CA 95667

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

11. Non-Assignment of Agreement: This Agreement is intended to secure the

individual services of the Employee and is not assignable or transferable by Employee to any third party.

12. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in El Dorado County.

13. Effect of Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

14. Enforceability/Severability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated for or not, that would in any way conflict with, or impair, Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Council.

16. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations, or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representations, inducements, or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

17. Independent Legal Advice: City and Employee represent and warrant to each other that each has received, or had the opportunity to have received, legal advice from independent and separate legal counsel with respect to the legal effects of this Agreement. City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

18. Execution: This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF PLACERVILLE

EMPLOYEE

By: _____
JOHN CLERICI
MAYOR

By: _____
David R. Warren
Employee

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
MONA G. EBRAHIMI
CITY ATTORNEY

EXHIBIT A

1. Releases:

In consideration for this payment, which provides consideration in addition to anything of value to which EMPLOYEE is already entitled, EMPLOYEE (for himself, his heirs, successors and assigns) fully and forever releases, discharges and covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the participation of a legal or administrative proceeding against the CITY (which term includes without limitation the City's employees, agents, representatives, attorneys, affiliated entities, commissions, boards, councils, departments, council members, elected and appointed officials, etc.) with respect to any and all manner of claims, complaints, liabilities, demands, causes of action, grievances, costs, expenses, attorneys' fees, damages, and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to acts, conduct, or omissions related to his employment at any time prior to the Effective Date, including but not limited to tort law Government Code §§54950-54962; contract law; wrongful discharge law; and the implied covenant of good faith and fair dealing, except as set forth below. EMPLOYEE understands that this release precludes him from filing any new claim against the CITY, based on, or related to, acts or events taking place on or before the effective date of her termination, with the exception of any job-related worker's compensation claim. EMPLOYEE understands that he is waiving his right to file a claim under the Age Discrimination in Employment Act of 1967 ("ADEA") (29 U.S.C. § 621 et seq.) or similar laws.

EMPLOYEE understands and acknowledges that he has been given at least twenty-one (21) days to consider his release of claims under the ADEA, and that he expressly waives this 21 days' notice provision. EMPLOYEE further acknowledges that he has seven (7) days from the date he executes this Agreement to revoke his release under the ADEA; provided, however, that should EMPLOYEE revoke his release, the City may in its sole discretion rescind this entire Agreement and obtain all amounts paid hereunder. _____ (Initials)

The EMPLOYEE understands that by making the above waivers and releases he has forever surrendered every claim, complaint or cause of action of any kind or nature, whether known or unknown, suspected or unsuspected, at the time of the effective date of EMPLOYEE' termination. However, EMPLOYEE understands that the CITY cannot relieve or absolve him from possible liability regarding third party claims, and that this Agreement does not foreclose the CITY's right to indemnification for his asserted acts or omissions concerning third parties. The CITY understands that it still has to comply with any statutes, rules or regulations, or as otherwise required by law, requiring it possibly to defend and/or indemnify EMPLOYEE against claims alleged to arise in the course of employment, subject to reservation of rights.

These releases are binding upon and inure to the benefit of the heirs, executors, representatives, assigns, agents, predecessors, successors, subsidiaries, divisions, affiliates, insurers, officers, board members, directors, attorneys, employees, administrators and investors of EMPLOYEE.

EMPLOYEE: _____ DATE: _____

EXHIBIT B

CITY MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the classification. Class specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under policy direction of the City Council, serves as chief executive officer of the City; assumes full responsibility for planning, administering, directing, overseeing, and evaluating the activities and operations of the City of Placerville.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assume full management responsibility for all City operations; assess ongoing operational needs through department heads and determine best organizational structure to meet goals and objectives; develop, recommend and administer policies and procedures; acts as the City's chief emergency services officer in any local disaster.
2. Direct the development and implementation of the City's goals, objectives, policies and priorities.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through department heads the work plan for the City; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor workload, administrative support systems, and internal reporting relationships; identify opportunities for improvement.
6. Select, motivate and evaluate personnel; resolve personnel concerns and issues; maintain the City's labor relations program.
7. Oversee the development and administration of the City budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Respond to and resolve difficult, complex, and sensitive citizen inquires and complaints; contact departments involved; provide direction and delegate authority as necessary to correct issues; Explain, justify and defend City programs, policies and activities; negotiate and resolve sensitive and controversial issues.

9. Represent the City to all departments and outside agencies; coordinate City activities with those of other cities, counties and outside agencies and organizations; participates in community organizations to seek feedback, and to ensure access to City services by all citizens;
10. Provide staff assistance to the City Council; prepare and present staff reports and other necessary correspondence.
11. Provide staff support to assigned boards and commissions.
12. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of City management and administration.
13. Respond to media inquiries, City Council concerns and issues and community needs; plan, direct, manage, and oversee all City activities and operations including business development, City Clerk, building inspection, facility maintenance, community development, finance, human resources, police, and public works departments, functions, programs, and activities.
14. Oversee the long range planning, analysis, and evaluation of the City's programs and services; direct the development and implementation of the City's goals, objectives, policies, and priorities.
15. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
16. Plan, direct, and coordinate, through management staff, the work plan for the City; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
17. Assess and monitor workload, administrative support systems, and internal reporting relationships; identify opportunities for improvement and implement as appropriate; recommend organizational development plans to the City Council.
18. Direct the development and implementation of management systems, procedures, and the application of standards for program evaluation on a City-wide basis.
19. Select, train, motivate, and evaluate City personnel, subject to established policies and procedures; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
20. Oversee the development and administration of the City budget for submission to the City Council; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustment as appropriate and necessary.
21. Initiate and implement programs and plans for attainment and maintenance of City's compliance with state and federal laws.
22. Ensure that all laws and ordinances are duly enforced and make final interpretations of City regulations and various ordinances, codes, and applicable laws to ensure compliance.

23. Represent the City to other governmental agencies, community groups, and various businesses, professional, and other outside organizations or agencies; coordinate City activities with those of other cities, counties, outside agencies, and organizations in accordance with City Council policies.
24. Serve as liaison/coordinator between the City Council, the municipal staff, and other organizations and private citizens having dealings with the City.
25. Maintain effective public relations with officials at all levels of government, with representatives of industry and civic groups, and with private citizens concerned with City services.
26. Explain, justify, and defend City programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
27. Provide staff assistance to the City Council; attend City Council and City Council Committee meetings; prepare and present staff reports and other necessary correspondence; recommend to the Council for adoption such measures and ordinances as he/she deems necessary or expedient; keep the City Council advised as to the financial condition, operations, and needs of the City; prepare and submit to the Council a complete report on the finances and administrative activities of the City of the preceding year.
28. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal management and public administration.
29. Respond to and resolve difficult and sensitive citizen inquiries and complaints including those in relation to matters concerning the administration of the City and in regard to the service maintained by public utilities in the City; contact departments involved; provide direction and delegate authority as necessary to correct issues; ensure that all franchises, permits, and privileges granted by the City are faithfully observed.
30. Perform such other duties and exercises such other powers as may be delegated to him/her from time to time by ordinance or resolution of the City Council; serve in any appointed office or head of department within the City government as appointed by the City Council.
31. Perform other related duties as required.

SKILL SETS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a municipality, including budgeting and financial planning associated with implementing goals and objectives of the City Council;
Principles and practices of public administration and local government administration;
Principles and practices of program development and administration;

Government, council, and legislative processes;
Decision making techniques;
Principles and practices of fiscal and strategic planning;
Methods of analyzing, evaluating, and modifying administrative procedures;
Principles and practices of municipal budget preparation and administration;
Principles of supervision, training, and performance evaluation;
Principles of business letter writing and report preparation;
Pertinent Federal, State, and local laws, codes, and regulations;
Public relations principles and practices required to work with public officials, industry representatives, civic groups, and private citizens.

Ability to:

Manage and direct the operations, services, and activities of a municipality; Delegate authority and responsibility; provide leadership in establishing and promoting an open, proactive relationship with employees, supervisors, and department heads throughout the City's organization; Select, supervise, train, direct, and evaluate staff; be an effective team leader both within the City and within the community;
Demonstrate mediation and conciliation skills in resolving conflicts in community settings and situations; negotiate and resolve complex issues;
Identify and respond to community and City Council issues, concerns, and needs;
Develop, implement, and administer City-wide goals, objectives, policies, procedures, work standards, and internal controls;
Prepare clear and concise administrative and financial reports;
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;
Prepare and administer large and complex budgets;
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals;
Research, analyze, and evaluate new service delivery methods and techniques;
Interpret and apply Federal, State, and local policies, laws, and regulations;
Respond to inquiries or complaints from customers, regulatory agencies, or members of the business Community;
Effectively present information to top management, public groups, and/or boards of directors;
Exercise sound, independent judgment within general policy guidelines;
Communicate clearly and concisely, both orally and in writing;
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or related field. A Master's Degree in a related field is desirable.

Experience:

Seven years of progressively responsible administrative or staff experience in municipal government with at least five years as a department director, three years as Assistant City Manager, or one year as a City Manager.

License or Certificate:

Possession of or ability to obtain, an appropriate valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting with some travel to attend meetings; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents.

Hearing: Hear in the normal audio range with or without correction.

EXHIBIT C

- **Health, Vision, Dental, Retirement Benefits**

EMPLOYEE shall receive the same medical, vision, chiropractic, dental, and other benefits, including CalPERS retirement that are provided to employees, as set forth in current salary and benefit provisions for the Executive Management Unit.

- **Vacation**

EMPLOYEE shall maintain his existing accrual of vacation at the time of appointment and shall continue to accrue vacation in accordance with the vacation accrual schedule based on the total years of service with the City as outlined in the City's Personnel System Rules and Regulations and in accordance with current vacation policies for City Executive Management Unit employees.

- **Management Leave**

In addition to vacation leave, EMPLOYEE shall also accrue eighty (80) hours of management leave per year, and such leave shall be governed by current policies for Executive Management Unit employees. Employee shall maintain his existing accrual of management leave upon EMPLOYEE assuming the position of City Manager.

- **Sick Leave**

EMPLOYEE shall accrue sick leave in accordance with City Personnel Rules and Regulations based on the Employee's total years of service with the City.

Other Leaves

EMPLOYEE shall receive all other leaves, (Bereavement, Family and Medical, Jury Duty, Military, etc.) as other employees, as set forth in the City's Personnel System Rules and Regulations.

- **Holidays**

EMPLOYEE shall receive the same legal holidays as other employees in the Executive Management Unit.

- **Car Allowance**

EMPLOYEE shall receive a car allowance of \$325 per month.

- **Life Insurance**

City shall provide Employee a term life insurance policy in the amount of \$50,000.

- **Cell Phone**

City shall provide Employee a one-hundred dollar (\$100) per month cell phone allowance.

- **ICMA Membership**

City shall pay annual membership dues for employee to join the International City/County Management Association (ICMA).

- **League of California Cities City Managers Conference**

At Employee's sole discretion, City shall pay for employee to attend the annual City Managers Conference of the League of California Cities.

END OF EXHIBIT