

EMPLOYMENT AGREEMENT FOR POSITION OF INTERIM CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this 14th day of May 2025 ("Effective Date"), by and between the City of Wildomar, a municipal corporation authorized and existing under the laws of the State of California ("City") and Chris Mann ("Employee"), an individual, on the following terms and conditions. City and Employee may be collectively referred to herein as the "Parties."

RECITALS

A. City desires to employ Employee as its Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager as provided for by the City's Municipal Code and further detailed in the City's job description for the City Manager position, in consideration of and subject to the terms, conditions, and compensation set forth in this Agreement.

B. Employee desires to serve as the duly appointed Interim City Manager of the City as provided in this Agreement, and Employee understands that he shall hold the position of Interim City Manager at the will and pleasure of the City Council. Further, he also understands that continued appointment under this Agreement is contingent on the successful completion of all necessary background checks.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. Employee accepts employment with City as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. Employee shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that Employee, as the Interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Employee shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of City.

1.2 Term. Employee shall commence the performance of his duties as the Interim City Manager on May 14, 2025 ("Commencement Date"). This Agreement shall expire upon whichever of the following occurs first: (i) November 14, 2025; or (ii) upon the hiring of a permanent City Manager; or (iii) upon termination of the Agreement by either Employee or City as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. Employee acknowledges that he is an at-will employee of City who shall serve at the will and pleasure of the City Council at all times during the period of his

service hereunder. The terms of City's personnel rules and regulations, rules, policies, regulations, procedures, ordinances, and resolutions (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Employee, unless otherwise specifically provided in this Agreement or in such Personnel Policies, and nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Employee, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from this position with City, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will Employment Agreement shall be expressly subject to the rights and obligations of City and Employee, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. Employee shall serve as the Interim City Manager and shall be for the term of this Agreement vested with the powers, duties and responsibilities of the City Manager as set forth in ordinances and resolutions of the City, including without limitation, those set forth in the City Manager job description, the City's Municipal Code and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of the City. Employee shall provide such other services as are customary and appropriate to the position of Interim City Manager. Employee shall devote his best efforts and attention to the performance of these duties.

1.5 Hours of Work. Employee shall devote the time necessary to adequately perform his duties as Interim City Manager. The Parties anticipate that Employee will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, attendance at such community events and City functions as the Council may direct. Employee agrees to devote additional time as is necessary for the full and proper performance of the Interim City Manager duties, and that compensation provided in this Agreement includes compensation for performance of all hours worked.

1.6 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, with the exception of Employee's Gov360 podcast, Employee 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, whether or not to pecuniary advantage, that is or may be competitive with City, that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Employee's duties as Interim City Manager.

2. Compensation.

Effective the Commencement Date, for all services performed by Employee as the Interim City Manager under this Agreement, City shall pay Employee compensation at an annualized base salary of two hundred fifty thousand dollars and zero cents (\$250,000.00), minus any applicable deductions, as may be elected by Employee and as may be required by state, federal, and local law. Employee shall be paid in accordance with the City's established protocols and procedures used for City Employees. Employee shall not be entitled to any portion of the annualized salary for any period of time for which he is not actively employed as the Interim City Manager. Except as may otherwise be required by law, Employee shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3. Benefits.

Employee shall receive all benefits provided to other full-time City employees as outlined in the City's "Employee Benefits Summary," as further detailed in attachment "A" to this Agreement.

4. Termination

4.1 By City. This Agreement may be terminated by City for any reason or no reason and with or without advance notice. City's only obligation in the event of such termination will be payment to Employee of all compensation then due and owing as set forth in Section 2 [Compensation] up to and including the effective date of termination, and payment of any other cashout of accrued unused leave as required under the law.

4.2 By Employee. This Agreement may be terminated by Employee for any reason fourteen (14) days after notice in writing to City of such termination. In the event of such termination, City shall pay to Employee all compensation then due and owing as set forth in Section 2 [Compensation] up to and including the effective date of termination, and payment of any other cashout of accrued unused leave as required under the law.

4.3 Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Employee's employment. Employee's obligations under this paragraph shall survive the termination of his employment and the expiration of this Agreement.

4.4 No Benefits Upon Termination. Employee agrees that, except as may otherwise be required by law, he shall be entitled to no benefits upon termination.

5. Proprietary Information. "Proprietary Information" is all information, including confidential attorney/client privileged communications, and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee or consultant of City in the

course of his/her employment or otherwise produced or acquired by or on behalf of City. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by City, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict Of Interest.

6.1 Employee represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

6.2 During the term of this Agreement, Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., 1090 and 1125 of the Government Code, and all other similar statutory and administrative rules.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. Employee shall operate any City or personal vehicle used in connection with the performance of his duties as Interim City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or email or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and/or at the last known address maintained in Employee's personnel file. Employee agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

As to City:

City Clerk
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Interim City Manager's Address:

[Address on file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Gov. Code § 810 et seq.] City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Manager.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended except in a written document signed by Employee, approved by the City Council and signed by City's Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. Employee shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Employee, assign its rights and obligations hereunder.

7.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.12 Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

7.13 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code Sections 53243 - 53244, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes, generally require that certain contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the certain forms of payment, including but not limited to the following: (i) criminal defense costs; (ii) cash settlement payments; and (iii) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

7.14 Effect of Conviction on Termination. If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, the following restrictions will apply: (i) any paid leave given to Employee pending an investigation shall be fully reimbursed to City, (ii) any funds expended by City for the legal criminal defense of Employee shall be fully reimbursed to City, (iii) any cash settlement paid to Employee shall be fully reimbursed. Upon conviction of a covered felony under Government Code sections 7522.72 or 7522.74, Employee may forfeit the benefits in accordance with those sections.

7.15 Execution of Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.16 Electronic Signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email, pursuant to the California Uniform

Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

IN WITNESS WHEREOF, City and Employee agree to the foregoing and have directed their authorized representative to execute this Agreement.

INTERIM CITY MANAGER

CITY OF WILDOMAR



Chris Mann



Ashlee DePhillippo, Mayor

ATTEST:



Janet Morales, City Clerk

APPROVED AS TO FORM:



Thomas D. Jex, City Attorney

Certificate Of Completion

Envelope Id: D9BF5BF5-9521-41D8-9B70-50FA703FD29A	Status: Completed
Subject: Complete with Docusign: Interim City Manager Agreement	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Janet Morales
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	jmorales@wildomar.gov
	IP Address: 47.181.135.151


Record Tracking

Status: Original	Holder: Janet Morales	Location: DocuSign
5/27/2025 4:28:19 PM	jmorales@wildomar.gov	


Signer Events

Signer Events	Signature	Timestamp
Ashlee DePhillippo		Sent: 5/27/2025 4:32:42 PM
adePhillippo@wildomar.gov		Viewed: 5/27/2025 4:56:15 PM
Security Level: Email, Account Authentication (None)		Signed: 5/27/2025 4:58:04 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 47.144.196.72	

Electronic Record and Signature Disclosure:
 Accepted: 5/27/2025 4:56:15 PM
 ID: e6e071f3-3543-40f6-9a09-2df052b4d236

Thomas D. Jex		Sent: 5/27/2025 4:32:42 PM
tjex@bwsllaw.com		Resent: 5/28/2025 7:19:59 AM
City Attorney		Viewed: 5/28/2025 11:04:32 AM
Security Level: Email, Account Authentication (None)		Signed: 5/28/2025 11:05:07 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 172.250.132.11	

Electronic Record and Signature Disclosure:
 Accepted: 5/27/2025 6:04:21 PM
 ID: 52390347-c115-43bf-88b0-adc0946a7270

Janet Morales		Sent: 5/28/2025 11:05:08 AM
jmorales@wildomar.gov		Viewed: 5/28/2025 11:23:43 AM
City Clerk		Signed: 5/28/2025 11:23:48 AM
City of Wildomar		
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 47.181.135.151	

Electronic Record and Signature Disclosure:
 Accepted: 9/21/2023 11:07:02 AM
 ID: cbfc5178-4f0f-48a7-b07a-c19f22a501bb

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Chris Mann chrismann@wildomar.gov Interim City Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/28/2025 7:56:11 AM ID: c06e4843-f248-4c60-9bfd-09ee6a8044bc	COPIED	Sent: 5/28/2025 11:23:49 AM
Emily Wolf ewolf@wildomar.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/28/2025 11:23:49 AM Viewed: 5/28/2025 1:30:00 PM
Heidi Jemane hjemane@wildomar.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/28/2025 11:23:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2025 4:32:42 PM
Certified Delivered	Security Checked	5/28/2025 11:23:43 AM
Signing Complete	Security Checked	5/28/2025 11:23:48 AM
Completed	Security Checked	5/28/2025 11:23:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Wildomar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Wildomar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jmorales@cityofwildomar.org

To advise City of Wildomar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@cityofwildomar.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Wildomar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Wildomar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Wildomar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Wildomar during the course of your relationship with City of Wildomar.