



Folsom City Council Staff Report

MEETING DATE:	7/14/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11668 – A Resolution Authorizing the City Manager to Enter Into an Employment Agreement for the Position of City Attorney
FROM:	City Manager's Office

RECOMMENDATION / CITY COUNCIL ACTION

It is recommended that the City Council adopt Resolution No. 11668 - A Resolution Authorizing the City Manager to Enter Into an Employment Agreement for the Position of City Attorney.

BACKGROUND / ISSUE

The City of Folsom initiated a recruitment for the position of City Attorney following the retirement of the previous City Attorney. To ensure a thorough, competitive, and transparent search, the City retained Mosaic Public Partners, an executive search firm specializing in public sector placements, to manage the recruitment process.

The position was posted publicly from April 16, 2026, through May 18, 2026, a one-month open recruitment period. Following an initial screening conducted by Mosaic Public Partners, candidates were selected to advance to the interview phase.

The interview process consisted of two panels:

- Professional Panel — Comprised of City Attorneys from other municipalities, and members of the Folsom Executive Management Team, this panel evaluated candidates on their legal expertise, professional experience, and qualifications relevant to the City Attorney role.
- Community Panel — Comprised of Councilmembers, a commissioner, and the City Manager, this panel assessed candidates' communication skills, community orientation, and alignment with the City's values.

Following the panel interviews, Sari Dierking was identified as the top candidate and recommended to the City Manager.

POLICY / RULE

Pursuant to Section 4.03 of the Folsom City Charter, the Office of City Attorney may serve as a full-time department head of the City. Consistent with this authority, Folsom City Charter Section 4.01 provides for the appointment by the City Manager, and service of heads of departments pursuant to an employment agreement executed by the City Manager. Folsom Municipal Code section 2.30.080 designates heads of departments to be exempt employees who shall be employed at the sole discretion and will of the City Manager and whose terms, benefits and conditions of employment are determined by the City Manager. Pursuant to the provisions of the Folsom City Charter, Section 4.01A, the City Manager has determined that Ms. Sari Dierking is qualified to serve in the position of City Attorney.

ANALYSIS

The adoption of this resolution is being proposed to provide transparency of the process and selection of the City Attorney.

FINANCIAL IMPACT

The salary for this role corresponds to Step 5 of the Salary Schedule that the Folsom City Council approved on December 9, 2025.

ATTACHMENTS

1. Resolution No. 11668 - A Resolution Authorizing the City Manager to Enter Into an Employment Agreement for the Position of City Attorney.
2. Proposed Employment Agreement - City Attorney

Submitted,

Bryan Whitemyer
City Manager

Attachment 1

RESOLUTION NO. 11668

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ATTORNEY**

WHEREAS, the City of Folsom engaged Mosaic Public Partners to conduct a competitive executive search for the position of City Attorney; and

WHEREAS, the recruitment was open to the public from April 16, 2026 through May 18, 2026; and

WHEREAS, following a thorough review of applications and a competitive interview process that included a professional panel and a community panel, Sari Dierking was identified as the most qualified candidate for the position; and

WHEREAS, the City Manager has negotiated proposed terms and conditions of employment with Ms. Dierking, and the resulting Employment Agreement is presented for Council review; and

WHEREAS, Section 4.03 of the Folsom City Charter establishes the Office of City Attorney and provides that the City Attorney may serve as a full-time department head of the City; and

WHEREAS, Folsom Municipal Code Section 2.30.080 provides that each department head shall serve at the pleasure of the City Manager and under the terms of an employment agreement establishing the terms and conditions of employment;

WHEREAS, the City Council has reviewed the proposed Employment Agreement and finds it to be in the best interests of the City of Folsom;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an Employment Agreement with Sari Dierking for the position of City Attorney, with a start date of July 1, 2026.

PASSED AND ADOPTED this 14th day of July 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raithel, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

CITY OF FOLSOM

EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

THIS AGREEMENT, the effective date of which shall be July 1, 2026, is by and between the City of Folsom, State of California, a municipal corporation, hereinafter referred to as “Employer,” and Sari Dierking, hereinafter called “Employee.”

RECITALS

WHEREAS, Folsom City Charter Section 4.01 provides for the appointment of department heads by the City Manager pursuant to an employment agreement executed by the City Manager; and

WHEREAS, Section 2.30.080 of the Folsom Municipal Code designates heads of departments to be exempt employees who shall be employed at the sole discretion and will of the City Manager and whose terms, benefits and conditions of employment are determined by the City Manager; and

WHEREAS, pursuant to Section 4.01A of the Folsom City Charter, the City Manager has determined that Employee is qualified to serve in the position specified above for the City of Folsom; and

WHEREAS, it is the desire of the City Manager to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met and the measurement thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of Employee within this Employment Agreement; and

WHEREAS, the City Manager has determined the salary and benefits for this position as outlined in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the City Manager to secure and retain the services of Employee and to provide inducement for her to remain in such employment and to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and

WHEREAS, Employee desires to accept employment with the City of Folsom in the position specified above.

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

Section 1. Duties

Employer hereby agrees to employ Employee as the City Attorney to perform such legally permissible and proper duties and functions as prescribed by the Municipal Code or as the City Manager may assign. Employee shall commence her duties as City Attorney on July 1, 2026, and salary, benefits, and all accruals shall begin with commencement of her duties.

Section 2. Term, Termination, Resignation, and Severance Pay

A. Notwithstanding any provisions to the contrary, the City Manager shall have the exclusive and sole right and discretion to terminate the services of Employee at any time, with or without cause. Employee may resign at any time from her position with Employer subject to providing thirty (30) days advance written notice to Employer.

B. Notwithstanding any code, ordinance, law or provision to the contrary, the term of this Agreement is four years, with an option to extend. Pursuant to Folsom City Charter Section 4.01.B, employee serves at the pleasure of the City Manager and subject to the direction and supervision of the City Manager.

C. In the event Employee resigns or is terminated by the City Manager, Employer agrees to pay Employee any accrued and unpaid salary and the cash value of any accrued annual leave or administrative leave, all subject to federal and state withholding requirements. Such amount shall be paid within thirty (30) days of resignation or termination.

D. In the event Employee is terminated by the City Manager, Employer agrees to pay Employee a lump sum cash severance payment as set forth on Exhibit "A," attached hereto. The severance payment shall be the equivalent of the cash value of the monthly salary provided to the Employee without benefits or accrual of annual, sick, or administrative leave during that time period. Employer agrees to make this payment, less withholdings, within thirty (30) days of termination. If Employee is terminated for reasons of criminal misconduct which would amount to a misdemeanor or higher offense under the Penal Code, acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring in the course of employment, whether charges are filed or not, Employer shall have no obligation to make any payments to Employee under this section. If Employee is terminated as a result of a conviction of an offense amounting to a misdemeanor or higher under the Penal Code, or for committing acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring outside the course of her employment, Employer shall have no obligation to make any payments to Employee under this section.

E. In the event Employee is convicted of a crime that involves abuse of her position or office as defined in Government Code section 53243.4, she must fully reimburse the City for specified funds pursuant to Government Code section 53243, *et seq.*, as set forth below:

1. If Employee is placed on paid administrative leave pending an investigation by the City of any potential abuse of her position, Employee shall be required to fully reimburse the City the cost of the paid administrative leave if she is convicted of a crime involving an abuse of her position.

2. Notwithstanding any other provisions of this Agreement, if Employee has been provided legal criminal defense counsel regarding a charge involving the abuse of her position, Employee must fully reimburse the City for the cost of that counsel if Employee is convicted of a crime involving an abuse of her position.

3. Notwithstanding any other provisions of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed if Employee is convicted of a crime involving an abuse of her position.

Section 3. Salary

A. Employee's base salary on the effective date of this Agreement shall be payable in installments at the same time as other employees of Employer are paid in the amount set forth in Exhibit A. Employee's salary is reflective of the salary for similar positions in a comparable employment market based upon a salary survey and takes into account the special expertise, experience and job duties of Employee.

B. The City Manager shall review Employee's performance annually, and shall determine increases or decreases to the base salary set forth in Exhibit A based upon Employee's performance and cost of living adjustments which shall be effective on July 1 of each year. Salary determinations shall be made after the annual budget adoption. The City Manager may only decrease the salary provided to Employee by no more than five percent (5%) per year, unless voluntarily agreed to by Employee.

Section 4. Performance Evaluation

The City Manager and Employee shall meet at least once annually, after budget adoption to establish goals and performance objectives desired by the City Manager to be accomplished during the next year.

Section 5. Administrative Leave

A. Administrative leave shall be commensurate with required job commitments beyond normal work hours, such as attendance at meetings of the City Council and various boards and commissions. It is recognized that Employee has significant required job commitments beyond normal work and Employee shall be credited with administrative leave annually in the amount provided in Exhibit A to this Agreement. Administrative leave shall be credited to Employee on the first day of each calendar year in the full amount specified in Exhibit A.

B. Administrative leave may be used for leave purposes only and has no cash value, except in the event of termination. Administrative leave shall be capped at 80 hours and must be used during the calendar year and used as approved by the City Manager. Unused hours shall not roll over to subsequent years.

C. In the event of termination, except termination for cause, Employee shall be paid for any unused Administrative Leave on an hour for hour basis.

Section 6. Annual and Sick Leave

Employee shall accrue annual and sick leave as follows:

A. Employee shall accrue, and have credited annual leave at the rate set forth in Exhibit A attached to this Agreement. Annual leave shall be comprised of sick leave, personal leave and vacation.

B. There is an annual leave accrual cap of 320 hours. Employee may accrue the unused portion of any earned annual leave up to 320 hours of annual leave. If Employee reaches an annual leave balance of 320 hours, annual leave will cease to accrue and Employee will begin accruing sick leave until the annual leave balance falls below 320 hours. When Employee is accruing sick leave, it shall accrue at the same rate as annual leave (24 hours per month). Sick leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the annual leave bank balance is below 320 hours.

C. Sick leave may only be used by Employee for purposes enumerated in the City Personnel Rules. Accrued sick leave cannot be cashed out and has no cash value. There is no maximum on the number of hours of sick leave Employee may accrue. Consistent with PERS law, sick leave may be converted to service credit for purposes of retirement.

D. A maximum of 40 hours of accrued annual leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement from the City of Folsom.

Section 7. Benefits

A. Employee shall be entitled to receive the benefits delineated below in the amounts specified in Exhibit A attached to this Agreement. The benefits provided shall be with plans and as provided to other employees in the City. Benefits provided include:

1. Health, Dental and Vision Insurance (payment of contribution or premiums)
2. Life Insurance (payment of premiums)
3. Short and long-term disability insurance (payment of premiums)
4. Deferred Compensation
5. Workers' Compensation coverage for on-the-job injuries or illnesses

B. Additional and other benefits may be provided to Employee, in the discretion of the City Manager, and shall be set forth in Exhibit A.

Section 8. Retirement

Employer agrees to make employer contributions to the California Public Employees Retirement System (PERS) for the 2.0% at 55 PERS plan on behalf of Employee. Employee shall have the employee portion of the PERS contribution regularly deducted from her salary by the City and forwarded to PERS, which account shall accrue to the benefit of Employee. Employee's retirement shall be calculated based on an average of her highest-earned salary for a three-year period. Employee shall pay 100% of the Employee contribution to the PERS Retirement benefit. If the City modifies the retirement plan provided to other non-safety employees, then Employee's plan shall conform to the modified plan.

Section 9. Official Travel and Professional Development

Employer shall pay the reasonable travel and subsistence, registration and incidental expenses of Employee incurred for official travel, meetings, and events, and Employer shall pay for the reasonable expenses related to the professional growth and development, and/or continued professional certification of Employee. The payment for such expenses shall be subject to the prior written request of Employee and written approval of the Employer, unless otherwise allowed by the City Manager.

Section 10. Dues and Subscriptions

Subject to budgetary constraints, Employer agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and knowledge enhancement, and for the benefit of Employer.

Section 11. Defense and Indemnification

To the extent required by the state law, 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 for the positions specified in this Agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this Agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law.

Section 12. Professional Obligation of the City Attorney

Notwithstanding the power of the City Manager to appoint all employees of the City, including the City Attorney, the City Attorney acknowledges that she is obligated to adhere to the Rules of Professional Conduct of the State Bar of California, and in particular, Rule 3-600, which provides, in part, that in representing an organization, an attorney shall conform his or her representation to the concept that the client is the organization itself, acting through its highest authorized officer, employee, body or constituent overseeing the particular engagement. If the City Attorney knows that an actual or apparent agent of the City acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the City, or in a manner which is likely to result in substantial injury to the City, the City Attorney shall take such actions as are necessary to protect the lawful interests of the City. The City Manager shall take no action to prohibit the City Attorney from fulfilling such responsibilities.

Section 13. Notices

A. Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: City Manager
City of Folsom
50 Natoma Street
Folsom, California 95630
2. EMPLOYEE: Sari Dierking, City Attorney
City of Folsom
50 Natoma Street
Folsom, CA 95630
or
Employee's home address on file with the City's
Human Resources Department

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice, or via email.

C. Notice shall be deemed given as of the date of personal service, email, or as of the date of deposit of such written notice in the U.S. Postal Service.

Section 14. General Provision

A. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Manager as the authorized representative of the Employer.

B. This Agreement shall be binding on and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision or any portion of the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

D. The Agreement shall become effective immediately upon the execution by both parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, The City Manager of the City of Folsom, California, pursuant to authority granted to him by Section 4.01 of the City Charter and Section 2.30.070 of the Folsom Municipal Code, hereby signs this Agreement on behalf of the City of Folsom, as Employer, and Sari Dierking, as Employee, hereby signs this Agreement, both parties agreeing to the terms and provisions set forth herein.

APPROVED AND AUTHORIZED:

Date: _____

Bryan Whitemyer
City Manager of the City of Folsom
For the City of Folsom – Employer

ACCEPTED AND AGREED TO:

Date: _____

Sari Dierking
Employee – City Attorney

ATTEST:

Christa Freemantle
City Clerk

APPROVED AS TO FORM:

Douglas White
Managing Partner, White Brenner LLP

EXHIBIT “A”

CITY ATTORNEY TOTAL COMPENSATION

Base Salary: \$303,980.05 annually

Benefits:

PERS: 2% at 55. Employee shall pay PERS employee contribution.

Deferred Comp: 457 plan. City pays 6.5% of Employee's salary per month to the plan of Employee's choice with no matching contribution required of Employee.

Tech Allowance: \$100.00 per month.

Auto Allowance: \$400.00 per month.

Expense Allowance: \$200.00 per month.

Holidays: 13 paid City holidays (inclusive of one floating holiday)

Admin. Leave: 80 hours per calendar year. Administrative leave shall be credited in January, pro-rated based on date of the appointment for the position specified above. Any unexpended hours shall not “roll over” to the following year and shall have no cash value except as referenced in Section 5 of this agreement.

Annual Leave: Accrue at the rate of 24 hours per month.

Employee shall use Annual Leave as follows:

- A. Employee may accrue the unused portion of any earned annual leave up to a maximum of 320 hours; Employee may not accrue more than 320 hours of annual leave. If Employee reaches an annual leave balance of 320 hours, annual leave will cease to accrue and employee will begin accruing sick leave until the annual leave balance falls below 320 hours.
- B. A maximum of 40 hours of accrued annual leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement with the City of Folsom.
- C. If Employee participates in voluntary contributions to a 401A plan with annual leave, nothing in this section is intended to affect such contributions provided the contributions are at no cost to the City.

Sick Leave:

- A. Employee shall not accrue sick leave unless Employee's annual leave balance is in excess of 320 hours.
- B. When Employee is accruing sick leave, it shall accrue at the same rate as annual leave (24 hours per month). As an example, should Employee have an annual leave bank of 310 hours and accrue 24 hours of leave the following month, 10 hours would accrue as annual leave and 14 would accrue as sick leave. Sick leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the annual leave bank balance is below 320 hours.
- C. Sick leave may be used by Employee for illness or injury as set forth in City Personnel Rules.
- D. Per the amendment of City's contract with PERS to permit sick leave to be converted to service credit for purposes of retirement, Employee may participate in the program.
- E. Accrued sick leave shall not be cashed out and shall have no cash value.
- F. There shall be no maximum on the number of hours of sick leave Employee may accrue.

Health Insurance: City pays the employer's contribution to health insurance premium for Employee, Employee plus 1 or Employee plus family up to the maximum insurance premium rate offered to other employees of the City. Employee shall provide contributions to health insurance premiums to the same level required of other City employees.

Employee may participate in any adopted Health Savings Account adopted by the City, at no cost to the City.

In the event Employee declines the City's health insurance coverage, Employee shall receive a cash back payment in the amount of \$250 per month for each month Employee does not participate in the City's health insurance plan, commencing on the first day of the month following the date Employee starts her duties in Section 1 of this Agreement. Employee understands and acknowledges that Employee may re-enroll in the City's health insurance plan only during the annual open enrollment period, or due to a Qualifying Life Event, as defined by the IRS.

Dental Insurance: City pays 80% of the dental insurance premium for Employee, Employee plus 1 or Employee plus family for dental insurance coverage offered to other employees of the City. If Employee elects dental coverage, Employee will contribute 20% of the monthly premium.

Vision Insurance:	City pays 80% of the insurance premium for Employee, Employee plus 1 or Employee plus family for vision eye insurance coverage offered to other employees of the City. If Employee elects vision coverage, Employee will contribute 20% of the monthly premium.
Life Insurance:	City pays 100% of the premium for a \$70,000 life insurance policy on policies offered to other Executive Management employees of the City. The life insurance may be portable at no additional cost to the City. Eligible dependents shall receive \$2,000 life insurance coverage.
Disability:	City pays 100% of the monthly premium for both short and long-term disability insurance policies on policies offered to other employees of the City.
Retiree Medical:	The City reserves its right to make changes from time to time in the health benefits offered and the cost of such insurance coverage to active or retired employees, both before and after retirement. Employee acknowledges City's right. Pursuant to applicable law, the City may establish a tax exempt Voluntary Employee Benefit Association (VEBA), Retiree Health Savings Account (RHSA) or other mechanism for all employees to save for additional Retiree health insurance and provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. Should such a program be established, Employee shall be eligible to participate. The City has established a Health Reimbursement Arrangement (HRA) for employees hired after May 8, 2007, and not covered under, or eligible for, other retiree health care. The City shall contribute \$25 per pay period into the HRA or equivalent mechanism determined by the City and as permissible by law. Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. If Employee elects this coverage, City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.
Retiree Life Ins:	City pays 100% of the premium for a \$70,000 life insurance policy for Retired Directors on policies offered to other Retired Department Directors of the City.
Severance:	Twelve (12) months' base salary without benefits, and no accrual of annual or administrative leave during that time period. If the number of months remaining on the contract upon discharge is less

than the number of months provided for severance, then pursuant to Government Code section 3511.1 and 53260, Employee's severance sum shall be equivalent to the number of months remaining on the contract. Severance shall not include the value of any accrual of annual or administrative leave.

Dated: _____

Sari Dierking
Employee