

**CITY OF FULLERTON
DIRECTOR OF HUMAN RESOURCES
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into this 4th day of April 2022 by and between the City of Fullerton, a California municipal corporation (hereafter "City"), and Eddie Manfro (hereinafter referred to as "Manfro").

RECITALS

WHEREAS, the City desires to retain the services of Manfro as the Director of Human Resources to serve at the direction of the City Manager, (hereinafter referred to as "City Manager"); and

WHEREAS, Manfro desires to perform the services of the Director of Human Resources; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment and set certain working conditions of the Director of Human Resources; and

WHEREAS, the City and Manfro desire to enter into this agreement to specify the terms and conditions of Manfro's employment with the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties agree as follows:

1. Duties

The City agrees to employ Manfro as Director of Human Resources beginning April 5, 2022 (hereinafter "Appointment Date") to perform the functions and duties of the Director of Human Resources as set forth in the Class Specification for Director of Human Resources attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other permissible and proper duties and functions consistent with the position of Director of Human Resources as the City Manager may from time to time assign.

2. Term and Conditions

- A. This agreement supplements all ordinances, resolutions, policies, rules, regulations, procedures, and benefits ("City Rules") which apply to Executive employees, which shall apply to Manfro, including, but not limited to, Resolution No. 2022-003, Compensation for Executive Employees (hereinafter "Executive Compensation Resolution") as it currently exists or may hereafter be amended or superseded or as modified herein.

- B. Pursuant to and consistent with the Executive Compensation Resolution and Resolution No. 8485, Municipal Code Sections 2.33.010 and 2.33.020 (attached) shall not apply to Manfro with respect to the City's disciplinary and appeals procedures. Manfro serves at the pleasure of the City Manager and may be discharged without cause provided that he is given six months' written notice. As an alternative to such notice, Manfro shall receive a lump sum cash payment equal to six months of his then-current base salary and the City shall pay for the first six months of COBRA coverage under the City sponsored medical, dental or vision plan in which Manfro and his dependents are covered at the time of his separation. This requirement shall not apply if Manfro is discharged for cause, which may include but is not limited to discharge due to acts of moral turpitude or conviction of a felony.
- C. If Manfro voluntarily resigns or retires, he shall give the City ninety (90) calendar days' written notice in advance, unless the parties otherwise agree in writing.
- D. Pursuant to Government Code section 53243.2, any cash settlement Manfro may receive related to the termination of this Agreement, including, but not limited to a severance payment and the cost of COBRA payments, shall be fully reimbursed to the City if Manfro is convicted of a crime involving "an abuse of office or position," as that term is defined in Government Code section 53243.4.

3. Work Schedule

Manfro will work a standard work schedule. The precise daily schedule is subject to determination by the City Manager based on the City's business needs.

4. Salary

City agrees to compensate Manfro for services rendered, no less than \$158,518 per year (approximately \$76.211 per hour).

5. CalPERS

Manfro shall be enrolled in the City of Fullerton's CalPERS plan for miscellaneous employees with the benefit formula determined by the City's contract with CalPERS. The City's contribution and Manfro's contribution towards CalPERS shall be made in accordance with the Executive Compensation Resolution or any successor resolutions.

6. Retiree Medical

In lieu of Manfro's eligibility for a City contribution to health insurance after retirement from the City, the City agrees to make contributions of \$100 each pay period that this Agreement is in effect into a retiree health savings account in a

plan to be implemented by the City as soon as possible following the Effective Date of this Agreement.

Pursuant to the authority provided in the Executive Compensation Resolution, the City Manager also authorized the \$750 annual medical exam benefit provided in Section 18 B of the Executive Compensation Resolution, to be converted into a City contribution to Manfro's retiree health savings account in the amount of \$28.85 per pay period.

7. Vacation Accrual

Manfro shall accrue vacation time at the rate of a 14-year employee, 160 hours per year. An initial bank of 80 hours will be established for use by Manfro. The 80 hours in the initial bank shall have no cash value for Manfro.

For the purposes of vacation accrual rate calculation only, Manfro will be treated as having 14 years of service upon appointment. Manfro's accrual rate will follow the Executive Compensation Resolution in effect at the time of completing each year of service.

8. Sick Leave

Manfro shall accrue sick leave at the rate of 3.69 hours per pay period. An initial bank of 80 hours will be established for use by Manfro. The 80 hours in the initial bank shall have no cash value or CalPERS service credit value for Manfro.

9. Executive Leave

Manfro will accrue Executive Leave at the rate of 81 hours per year in accordance with the Executive Compensation Resolution. Commencing on his one year anniversary of service, Manfro will accrue Executive Leave at the rate of 89 hours per year pursuant to the City Manager's discretion under the Executive Compensation Resolution.

10. Other Benefits

Except as noted in this provision, Manfro shall be entitled to other benefits as provided to Executive employees within the Executive Compensation Resolution including, but not limited to, participation in City sponsored health plans and City contributions toward coverage in such plans, vehicle allowance and paid holidays.

11. No Reduction in Benefits

City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of Manfro except on the same basis as

may be applicable to all executive management employees of the City. This may be done notwithstanding the provisions of Section 4 above.

12. Indemnification

Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of nolo contendere for a crime involving moral turpitude, City shall defend, hold harmless and indemnify Manfro against any action, claim, or liability, of whatever nature, which may be brought or imposed, whether groundless or otherwise, arising out of the City's hiring of Manfro as Director of Human Resources to the maximum extent allowed by law. Pursuant to Government Code section 825(a), City reserves its rights not to pay a judgment, compromise, or settlement until it is established that the injury arose out of an act or omission relating to Manfro's employment.

Manfro shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.

Manfro acknowledges and agrees that City's agreement to defend, hold harmless and indemnify him does not constitute an agreement to pay any punitive damages awarded against Manfro in any such liability claim, demand or legal action. In that regard, Manfro acknowledges and agrees that per subdivision (b) of Government Code section 825, City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

This provision shall survive the termination of the Agreement.

13. Other Terms and Conditions of Employment

The City Manager, in consultation with Manfro, shall establish any other terms and conditions of employment as he/she may determine from time to time, relating to the performance of Manfro, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Fullerton Municipal Code, any ordinance or resolution of the City, or other applicable laws, rules or regulations for payout of the cash value of accrued vacation leave at the time of separation.

14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served or be sufficiently given when served upon the other party as sent by the United States Postal Service, postage prepaid and addressed as follows:

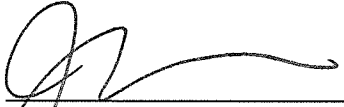
To City:
City Manager
City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832-1775

To Manfro:
Eddie Manfro
Address on record with the
Human Resources Department

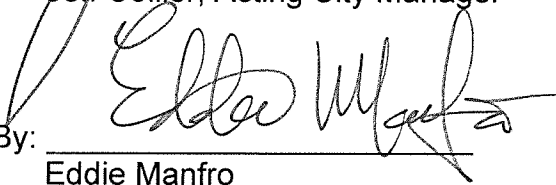
15. General Provisions

- A. This Agreement constitutes the entire agreement between parties.
- B. If any provision or portion thereof contained in this Agreement is held unlawful, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, each party shall bear their own legal fees and costs.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed on its behalf by its City Manager, and Manfro has signed and executed this Agreement, the date and year first written above.

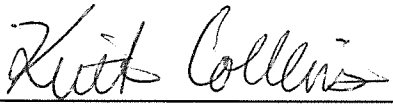
By: 
Jeff Collier, Acting City Manager

Date: 4/4/2022

By: 
Eddie Manfro

Date: 04/04/22

Approved as to Form:


Richard D. Jones, City Attorney

Dated: 4/4/22