

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON,
CALIFORNIA, APPROVING AN AGREEMENT RETAINING EDDIE
MANFRO AS INTERIM CITY MANAGER

WHEREAS, the position of City Manager for the City of Fullerton will become vacant at 12:00 a.m. on August 2, 2025 due to the resignation of City Manager Eric Levitt.

WHEREAS, the City Manager is the top executive level position in the City and critical to day-to-day operations as well as long term planning for the City.

WHEREAS, City Council has decided to appoint Director of Human Resources Eddie Manfro as Interim City Manager.

WHEREAS, Eddie Manfro has expressed a desire to serve as an Interim City Manager during recruitment for, and until such time, as a City Council appoints a permanent City Manager.

WHEREAS, Eddie Manfro has the knowledge and experience to serve as Interim City Manager.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FULLERTON RESOLVES AS FOLLOWS:

1. The City Council of the City of Fullerton approves the attached employment agreement retaining Eddie Manfro as Interim City Manager.

ADOPTED BY THE FULLERTON CITY COUNCIL ON JULY 15, 2025.

Fred Jung
Mayor

ATTEST:

Lucinda Williams, MMC
City Clerk

Date

Attachments:

- Attachment 1 – Interim City Manager Agreement

**CITY OF FULLERTON
EMPLOYMENT AGREEMENT
INTERIM CITY MANAGER**

This Agreement (“Agreement”) is entered into on the 15th of July, 2025 (“Agreement Entered Date”), by and between the City of Fullerton, a municipal corporation (“City”), and Eddie Manfro (“Manfro”), an individual, and is made in reference to the following facts:

- A. WHEREAS, Manfro is currently employed as the Director of Human Resources. As the Director of Human Resources, Manfro is already entitled to the benefits afforded Executive employees under Executive Compensation Resolution No. 2025-024; and
- B. WHEREAS, the City Council desires to appoint Manfro to act as and perform the duties of the Interim City Manager during recruitment of, and until such time as, a permanent City Manager is appointed and begins employment; and
- C. WHEREAS, Manfro is agreeable to performing the duties of Interim City Manager under the terms and conditions of this Agreement; and
- D. WHEREAS, it is the desire of City and Manfro to enter into an Employment Agreement concerning the terms and conditions of his employment as the Interim City Manager; and
- E. WHEREAS, City desires to assure Manfro that, except as provided hereinafter, upon the termination of his duties as Interim City Manager under this Agreement, Manfro shall automatically return to the position of City’s Director of Human Resources. Manfro shall return to the same duties, earn the same salary, and enjoy the same benefits he would have earned and enjoyed, had he remained the Director of Human Resources during the term of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. EMPLOYMENT

- 1.1. During the term of this Agreement, Manfro shall perform all the functions and duties of the office of City Manager, as currently in effect or as may be hereafter established by ordinance, resolution or action of the City Council.
- 1.2. All articles of the Fullerton Municipal Code relating to the position of City Manager are incorporated herein by this reference as though fully set forth at length and made a part of this Agreement.
- 1.3. Manfro shall not accept work from any other person or organization other than City during the term of this Agreement, or thereafter as might conflict

with his role as Interim City Manager.

2. TERM OF EMPLOYMENT

The term of this Agreement shall begin on August 2, 2025 (the “Effective Date”). The Agreement shall continue in effect until a permanent City Manager is appointed by the City Council or until Manfro resigns from the Interim City Manager position as set forth in Section 3 of this Agreement. This Agreement may also be terminated upon mutual written agreement of the parties, or as otherwise provided in Section 6 of this Agreement.

3. REINSTATEMENT AS DIRECTOR OF HUMAN RESOURCES

- 3.1 If this Agreement is terminated for any reason, Manfro shall automatically return to the position of Director of Human Resources. Furthermore, Manfro shall have the right at any time, upon providing 30 days’ prior written notice to City, to resign from his position as Interim City Manager and return to the Director of Human Resources. Upon the effective date of such resignation, this Agreement shall immediately terminate. Upon his reinstatement to the position of Director of Human Resources for any reason, Manfro shall no longer be responsible for the duties and responsibilities of the office of Interim City Manager, which shall be assigned to someone else. Manfro shall thereafter be solely responsible for performing the duties and responsibilities of the office of Director of Human Resources.
- 3.2 In the event that Manfro returns to the position of Director of Human Resources, for any reason under this Agreement, Manfro's compensation and benefits shall return to the compensation and benefits he previously received as Director of Human Resources, subject to any step or other increases he would have otherwise been entitled to had he remained in the position of Director of Human Resources the entire time. However, any compensation and benefits Manfro may have received solely as a result of him serving as Interim City Manager shall terminate upon him leaving that office.
- 3.3 During the term of this Agreement, while Manfro is serving in the position of Interim City Manager, the Director of Human Resources position shall remain a temporary position. No one shall be appointed to fill that position on a permanent basis unless Manfro agrees in writing. If Manfro decides that the Director of Human Resources position should be filled in his absence, it shall be clearly communicated, in writing, to the person filling the position that it is only a temporary appointment which is terminable at-will. In no event shall the appointment of a temporary Director of Human Resources last beyond the termination of this Agreement, unless Manfro otherwise agrees. The rights granted in this Section shall terminate upon the termination of this Agreement, once Manfro has resumed his role as

Director of Human Resources or upon agreeing not to return to that position.

- 3.4 Upon reinstatement to his position of Director of Human Resources, City shall execute a new Employment Agreement for Manfro under the same terms and conditions that existed in Manfro's Employment Agreement prior to his appointment as Interim City Manager. However, City and Manfro agree that termination without cause may not be exercised within 90 days of Manfro's reinstatement to the position of Director of Human Resources.

4. SALARY AND BENEFITS

- 4.1. As Interim City Manager, Manfro shall receive an annual base salary of Two Hundred Sixty Two Thousand Seven Hundred and Thirty One Dollars (\$262,781.00), subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on City's biweekly payroll cycle. City shall also deduct sums Manfro is obligated to pay because of participation in plans or programs to which he currently participates as the Director of Human Resources under Executive Compensation Resolution No. 2025-024.
- 4.2. If during the term of this Agreement the annual base salary for the Chief of Police should exceed \$262,781, Manfro shall receive the same annual base salary as the Chief of Police.
- 4.3. Except as otherwise expressly provided herein, Manfro shall be entitled to all other benefits provided under Executive Compensation Resolution No. 2025-024, and any future amendments or addendums to such Resolution. City shall have no obligation to provide Manfro any other benefits not specifically provided by this Agreement. In the event of any inconsistency or conflict between the provisions of said Resolution 2025-24 and the provisions of this Agreement, the provisions of this Agreement shall govern.

5. GENERAL BUSINESS EXPENSES

- 5.1. City recognizes that Manfro may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manfro's service as Interim City Manager. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's regular reimbursement requirements, or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

- 5.2. City agrees to budget and pay for professional dues, membership, and subscriptions necessary for Manfro's participation in such organizations as Manfro and City may agree to as necessary and appropriate.
- 5.3. City agrees to pay the cost of a surety bond as required under the Fullerton Municipal Code.
- 5.4. City agrees to budget and to reimburse or pay for reasonable costs for attendance and participation in meetings, institutes, training programs, conferences, conventions, and similar gatherings that support leadership development and the advancement of City's and Manfro's mutually agreed upon goals, and which are related to Manfro's duties or City's operations and held in the continental United States. For purposes of this paragraph, reasonable expenses are limited to the reasonable and actual cost of registration, coach-class airfare (where applicable), ground transportation and meals. Reasonable expenses will also include the reasonable and actual cost of lodging for meetings greater than 60 miles outside the City of Fullerton boundaries.
- 5.5. The expenses to be budgeted and paid in Section 5.1 through 5.4 above are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of City as required by the City Council. City will separately budget and pay for membership and participation in such events or meetings.

6. TERMINATION AT PLEASURE

- 6.1. Subject to the terms and conditions in this Section, Manfro's employment as Interim City Manager may be terminated at the City Council's pleasure. Manfro shall not be entitled to any severance in the event of such termination.
- 6.2. City Council reserves and has the right and privilege of (1) terminating the employment of Manfro as Interim City Manager at the will of the City Council when the position of City Manager is filled by a permanent employee, and (2) at any time, with or without cause, by providing written notice to Manfro; no prior notice is required. Such termination shall be effective on the date specified in such written notice.

7. INDEMNIFICATION

- 7.1. 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 City's hiring of Manfro as Director of Human Resources and/or

Interim City Manager 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.

- 7.2. Manfro shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.
- 7.3. 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.
- 7.4. This provision shall survive the termination of the Agreement.

8. GENERAL PROVISIONS

- 8.1. Entire Agreement. The text herein shall constitute the entire agreement between the parties. This Agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both City and Manfro.
- 8.2. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected, and shall remain in full force and effect.
- 8.3. 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.
- 8.4. Best Efforts. So long as Manfro is providing services to City, Manfro shall use his best efforts in performing his obligations and duties.

- 8.5. Opportunity to Consult with Counsel. Manfro acknowledges that he has been represented by independent legal counsel of his own choosing, or, if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, if Manfro has not obtained independent legal counsel, he acknowledges that the failure to have independent legal counsel will not excuse his failure to perform under this Agreement or any agreement referred to in this Agreement.
- 8.6. Attorneys' Fees. In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
- 8.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.
- 8.8. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by first class mail, postage prepaid, certified mail, or by a nationally recognized overnight delivery service. Mailed notices shall be addressed to the parties as follows:

City:

**City of Fullerton
C/O City Clerk
303 W. Commonwealth
Fullerton, CA 92832**

Manfro:

On File With Human Resource Department

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF FULLERTON

Fred Jung, Mayor

EMPLOYEE

Eddie Manfro
Interim City Manager

APPROVED AS TO FORM:

Richard D. Jones
City Attorney