

Resolution No. 2026-XXX

Page 2

Attachments:

- Attachment 1 – City Manager Agreement

**EMPLOYMENT AGREEMENT
CITY OF FULLERTON CITY MANAGER**

This EMPLOYMENT AGREEMENT ("Agreement") is made effective as of March 4, 2026 ("Effective Date") and is entered into by and between the CITY OF FULLERTON, a California municipal corporation ("City") and EDDIE MANFRO ("Manfro") an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

WHEREAS, the City and Manfro previously entered into an employment agreement for Manfro to serve as the Interim City Manager beginning August 2, 2025; and

WHEREAS, the City now desires to appoint Manfro as City Manager of the City of Fullerton ("City Manager"); and

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

WHEREAS, the City desires to (1) secure and retain the services of Manfro and to provide inducement for him to remain in such employment, and (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

WHEREAS, Manfro accepts the offer of employment as City Manager made by the City Council on March 3, 2026.

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

SECTION 1: Term

Subject to the rights and obligations set forth in Sections 9 and 10 of this Agreement, the Term of this Agreement and Manfro's at-will employment shall commence on the Effective Date and shall continue for a period of 3 years expiring on March 9, 2029 (the "Initial Agreement Period"). The Parties may, by mutual written agreement, extend Manfro's employment for a term agreeable to the Parties (an "Extension Period").

SECTION 2: Duties and Authority

City agrees to employ Manfro as City Manager to exercise the powers and authority and to perform the functions and duties specified in the Fullerton Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Manfro shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as City, by its City Council, may legally assign.

SECTION 3: Compensation, Performance Objectives and Performance Evaluation

Base Salary. City agrees to pay Manfro an annual base salary of no less than \$305,000 ("Base Salary"), 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 the City's biweekly payroll cycle ("pay period"). City shall also deduct sums Manfro is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement. Manfro's Base Salary shall be increased according to the following schedule:

<u>Effective Date</u>	<u>Annual Base Salary</u>
February 27, 2027	\$314,150 (3%)
February 26, 2028	\$323,574 (3%)

- A. City, by its City Council, and Manfro shall set mutually agreed upon performance objectives for each year under this Agreement. Such performance objectives shall be agreed by the Parties as necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall further establish a relative priority among the agreed objectives. These objectives shall be reasonably attainable within the limitations of the City Council approved operating and capital budgets, authorized appropriations and staffing levels. The initial performance objectives shall be discussed and agreed upon no later than one year following the Effective Date.
- B. City, by its City Council, shall conduct evaluations of Manfro's performance during the period in which this Agreement remains in effect, with the first evaluation scheduled on or about November 17, 2026. Evaluations will be conducted on an annual basis thereafter. Such evaluations shall be shared and discussed with Manfro in closed session as allowed under applicable law. Any public report of Manfro's evaluation shall be made in accordance with an agreement by the Parties as to format and content.

SECTION 4: Retirement and Health Benefits

- A. Retirement. Manfro is classified as a "new" member of CalPERS as defined by the Public Employees' Pension Reform Act (PEPRA). 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 as outlined in the Executive Compensation Resolution.
- B. Medicare. Manfro shall pay the designated employee contribution for Medicare in accordance with applicable law.
- C. Health Insurance. The City's contribution towards Manfro's health coverage shall be subject to the following terms:
 - 1. Manfro shall be eligible to enroll in City sponsored medical, dental and vision plans

during the term of this Agreement.

2. Subject to Sections C(3) and C(4) below, the City's shall make the following monthly contributions to plans selected by Manfro:

- a. Medical insurance - \$1,500 per month plus "Flex Credits" in accordance with benefits provided to Executive employees
- b. Dental insurance - \$ 145 per month
- c. Vision insurance - \$25 per month

3. Manfro's salary shall be reduced by the amount of any necessary payroll deduction for health insurance premiums in excess of the agreed-upon City contribution on a before tax basis.

4. Manfro may choose to opt out of participation in the City's medical insurance plans. Upon the City's receipt of written notice by Manfro that he wishes to opt out and provide proof of alternate coverage, the City will remove Manfro from coverage on the City's plan as soon as possible.

a. If during the term of this Agreement, Manfro elects to re-enroll in City sponsored health coverage, he shall be subject to the following terms:

- i. Enrollment may only occur at the City's Open Enrollment or upon any qualifying event recognized by the City's health insurers.
- ii. The City's contributions to the medical plan selected by Manfro shall be at the rate specified in Section C(2) above.
- iii. Manfro's salary shall be reduced by the amount of any necessary payroll deduction for health insurance premiums in excess of the agreed City contribution on a before-tax basis.
- iv. Manfro will no longer be eligible for the Retiree Health Savings Account (RHSA) contribution provided for in C(5).

5. Any City contribution and "Flex Credits" set forth in C(2) above which are not applied towards insurance premiums, including his election to opt-out, shall be contributed to Manfro's RHSA.

D. Retiree Health. In lieu of Manfro's eligibility for a contribution to health insurance after retirement from the City, the City agrees to make contributions of \$125 each pay period that this Agreement is in effect into Manfro's RHSA. The contribution in this Section D is separate from any RHSA contribution made pursuant to Sections C(5) or H.

E. Life Insurance. Manfro shall be enrolled in the City's group life insurance program in an amount of \$500,000. Any premium for Manfro's coverage that exceeds the City-paid

premiums for the City's standard policy for Executives shall be borne by Manfro via the City's standard payroll deduction.

- F. Long-Term Disability Insurance. The City shall pay 100% of the premium for Manfro to be eligible for the City's long term disability insurance coverage.
- G. Consolidated Omnibus Budget Reconciliation Act Of 1985. In the event Manfro is eligible to remain on a City health or dental insurance plan following separation from employment other than retirement, the City may pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) charge Manfro for selected coverage the maximum rate permissible by law (presently 102% of the premium for an active employee).
- H. Medical Examination. Manfro is eligible for reimbursement of up to \$750 per year for the cost associated with undergoing a comprehensive medical examination. Funds not utilized for this purpose may be converted into a City contribution to Manfro's RHSA in the amount of \$28.85 per pay period.
- I. City Contribution to a Deferred Compensation Plan. Effective March 14, 2026, City shall contribute \$600 per pay period into a 457 Deferred Compensation Plan for Manfro. The City's contribution on behalf of Manfro into a 457 Deferred Compensation Plan shall be increased according to the following schedule:

<u>Effective Date</u>	<u>Per Pay Period</u>
March 13, 2027	\$625
March 11, 2028	\$650

SECTION 5: Vehicle Use

Vehicle Use. Manfro shall receive \$275 per pay period for the use of his personal vehicle on City business. Manfro agrees that in exchange for such allowance, he shall be solely responsible for all costs related to purchase, maintenance, operation, upkeep, and insurance for his vehicle. Further, Manfro agrees he shall use a personal vehicle for City business and shall have sole responsibility for ensuring that such a vehicle is available for all his business needs, except that in the event Manfro is required to travel for City business, he may rent a vehicle, at the City expense, when travel is beyond 60 miles.

SECTION 6: Paid Leave

- A. Holidays. Manfro shall be eligible for paid leave on City recognized holidays.
- B. Vacation. Manfro shall accrue vacation leave at the rate of a 20-year employee, 168 hours per year. Manfro may accumulate credit up to 336 hours. Manfro is encouraged to use at least 80 hours of vacation leave per year.

For the purposes of vacation accrual rate calculation only, Manfro will be treated as having 20 years of service upon his appointment to City Manager. Manfro's accrual rate

will follow the Executive Compensation Resolution in effect at the time of completing each year of service.

Manfro shall carry over his current vacation leave balance as of the Effective Date of this agreement.

Manfro shall be permitted to convert up to 80 hours to cash twice per payroll year.

- C. Sick Leave. Manfro shall carryover his current sick leave balance as of the effective date of this agreement.

Manfro shall earn and accumulate 3.69 hours of sick leave for each pay period he has worked at least one full regular workday or been on paid vacation. He may use such sick leave in accordance with rules applying to Executive employees.

- D. Bereavement Leave. Manfro shall be eligible for bereavement leave of up to 27 hours in accordance with the rules applying to Executive employees.

- E. Executive Leave. Manfro shall carryover his current Executive leave balance as of the effective date of this agreement. Manfro shall be entitled to 81 hours of paid Executive Leave per fiscal year. Such leave shall not accrue from year to year. Unused Executive Leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.

SECTION 7: Other Benefits

Except as noted in this Agreement, Manfro shall be entitled to other benefits as provided to Executive employees within the Executive Compensation Resolution.

SECTION 8: General Business Expenses

- A. City recognizes that Manfro may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manfro's service as 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.
- B. City agrees to budget and pay for professional dues, membership, and subscriptions necessary for Manfro's participation in such organizations as the Parties may agree to as necessary and appropriate.
- C. City agrees to pay the cost of a surety bond as required under the Fullerton Municipal Code.
- D. 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 Parties' 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.

- E. The expenses to be budgeted and paid in Section 8, Paragraphs A, B, and C above, are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Council. City will separately budget and pay for membership and participation in community, civic or other organizations or events in which City requires Manfro to participate.

SECTION 9: At-Will Employment Relationship

- A. Manfro is appointed by, and serves at the pleasure of, the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate this Agreement and the employment of Manfro at any time, with or without Cause (as defined below). In the event the City Council decides to terminate this Agreement without Cause, Manfro shall be given at least 30 days written notice prior to the effective date of the termination. However, City and Manfro agree that consistent with Fullerton Municipal Code 2.09.280, termination without cause may not be exercised by the City during any period commencing 90 days prior to a City Council general election, recall election, or any other special election and ending ninety 90 days following certification of such City Council general election, recall election, any other special election, or the appointment of a City Council member to fill a vacancy. In the event City elects to terminate this Agreement prior to the expiration of the Initial Agreement Period or any Extension Period, City shall pay Manfro for all services through the effective date of termination and Manfro shall have no right to any additional compensation or payment, except as provided in Sections 9(B) and 10 below.
- B. If this Agreement is terminated without Cause on or before November 17, 2026, Manfro shall be entitled to revert back to his previous positions as Director of Human Resources and shall be entitled to all compensation, benefits, and employment rights of a Director of Human Resources at the top of the salary range then in effect with the total years of service accrued by Manfro ("Right of Reversion"). Further, Manfro shall be required to meet all performance standards of a Director of Human Resources in the event he exercises this Right of Reversion. This Right of Reversion, if not exercised prior to November 17, 2026, shall extinguish upon the expiration of said date.

During the Right of Reversion period, Manfro shall not be eligible for any severance as provided in Section 10 unless the City and Manfro agree to a severance in lieu of Manfro exercising his Right of Reversion.

Should the Right of Reversion be exercised, Manfro shall not be able to be terminated as an "at-will" department head until the expiration of 12 months following the appointment of a new City Manager.

- C. During any Extension Period following the Initial Agreement Period, if the City terminates this Agreement without cause, Manfro shall be given at least thirty (30) days written notice prior to the effective date of the termination. However, City and Manfro agree that termination without cause may not be exercised by the City during the final six months of any Extension Period of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manfro to resign from his employment with City, subject only to Manfro providing forty-five (45) calendar days' prior written notice to City of the effective date of his resignation. Upon the effective date of resignation, Manfro forfeits all compensation and benefits owing for the remainder of the term of this Agreement, as well as any potential severance pay. The City acknowledges that Manfro shall be eligible for payout of the cash value of accrued vacation leave at the time of separation.

SECTION 10: Severance and Benefit Payoff at Termination, and General Release Agreement

- A. The purpose of this Section 10 is to allow the parties to terminate this Agreement as expeditiously and smoothly as possible so that in exchange for the City's providing the severance described in this Section, Manfro will release the City from any claims against the City. The City, at its sole and absolute discretion, may terminate this Agreement (thereby terminating Manfro's Employment) with or without Cause, by the affirmative votes of a majority of the members of the City Council at a closed or open meeting of the City Council at any time during the term of this Agreement other than those periods during which termination without Cause is precluded under Section 9. The City Council may request Manfro's resignation and, if Manfro so agrees, the resignation shall be considered a termination of employment without Cause. If the City terminates this Agreement without Cause or does not agree to extend the term beyond the Initial Agreement Period, and if Manfro signs, delivers to the City Council, and does not revoke, the General Release Agreement in the form attached hereto as Exhibit A, City shall pay Manfro beginning on the effective date of termination or expiration of the Initial Agreement Period a lump sum benefit in compliance with Government Code Section 53260 equal only to 9 times the monthly value of his then applicable Base Salary (Section 3(A)) plus 9 times the monthly value of deferred compensation (Section 4(I)) and shall provide 9 months of medical coverage as provided in Section 4 as long as Manfro is already enrolled and receiving medical coverage through the City medical benefits plan at time of termination (collectively, "Severance"). The City acknowledges that Manfro shall be eligible for payout of the cash value of accrued vacation and sick leave at the time of separation. Upon expiration of the Extension Period, this Section 10(A) shall no longer apply.
- B. If City terminates this Agreement (thereby terminating Manfro's Employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, Manfro shall not be entitled to any additional

compensation or payment, including Severance, except that the City acknowledges that Manfro shall be eligible for payout of the cash value of accrued vacation leave at the time of separation. If the City Council intends to terminate with Cause, based on a reason or reasons set forth in subpart 5 or 6, immediately below, the Council shall first deliver to Manfro a written Notice of Intent to Terminate, stating the reason or reasons for the proposed termination, and providing a 30 day period for Manfro to cure. If, in the City Council's independent judgment, Manfro cures the identified reason or reasons for Cause termination, Manfro shall not be terminated therefore. As used in this Agreement, Cause shall mean any of the following:

1. Indictment, conviction or plea of nolo contendere to any felony or other crime involving moral turpitude;
 2. Material breach of City policy or this Agreement, which breach Manfro has not cured, to the extent curable, to the satisfaction of the City Council within 60 days after receiving notice of such breach;
 3. Fraud, embezzlement, misappropriation of funds or disclosure of confidential information;
 4. Misconduct or gross negligence that results, or reasonably could be expected to result, in financial damage to the City;
 5. Failure to cooperate with an official investigation authorized by the City Council or City Attorney, or initiated by a governmental authority, in either case related to the City, its business, Council members or City employees; or
 6. Acceptance of employment from another source which is inconsistent with full time employment as Fullerton's City Manager and/or in violation of this Agreement.
- C. If Manfro terminates this Agreement (thereby terminating Manfro's employment), Manfro shall not be entitled to any additional compensation or payment, including Severance. The City acknowledges that Manfro shall be eligible for payout of the cash value of accrued vacation leave at the time of separation.

SECTION 11: Employee's Obligations and Hours of Work

Manfro shall devote his full professional energies, interest, abilities, and productive time to the performance of this Agreement and utilize his best efforts to promote City's interests. Manfro's duties may involve expenditures of time in excess of the regularly established workday or in excess of a 40 hour workweek and may also include time outside normal office hours (including attendance at City Council meetings and various community meetings, forums or workshops). Manfro's base salary includes compensation for all hours worked. Manfro shall be classified as an exempt employee for purposes the Fair Labor Standards Act and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Manfro will need to devote outside normal office hours to business activities of City and the exempt, salaried nature of the employment, Manfro is permitted to exercise a flexible work schedule. However, consistent with this flexibility and

Manfro's participation in activities out of the office, Manfro will generally be expected to keep office hours at City Hall, during normal business hours.

SECTION 12: Confidentiality and Non-Disparagement

- A. Manfro acknowledges that in the course of his employment contemplated herein, Manfro will be given or will have access to confidential and proprietary documents and information, relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Manfro that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Manfro shall hold the Confidential Information in trust for City's benefit and shall not disclose the Confidential Information to others without the express written consent of City.
- B. Except as otherwise required by law, in the event the City terminates Manfro with or without Cause, the City and Manfro agree that no member of the City Council, the City management staff, nor Manfro shall make any written, oral, or electronic statement to any member of the public, the press, or any City employee concerning Manfro's termination except in the form of a joint press release or statement, which is mutually agreeable to City and Manfro. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any inquiry. However, nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.
- C. The obligations of City and Manfro under this Section 12 shall survive the termination of this Agreement.

SECTION 13: Outside Activities

Manfro shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, incompatible with or inimical to, or which materially interferes with his duties and responsibilities to City (Cal. Govt. Code § 1125, et seq.).

SECTION 14: Defense and Indemnification

City shall defend, hold harmless and indemnify Manfro, using legal counsel of the City's choosing, against any action, claim, or liability, of whatever nature, which may be brought or imposed against Manfro, arising out of the City's hiring of Manfro as City Manager or an act or omission made in the scope of his employment with the City to the maximum extent allowed by law and in accordance with California Government Code 995 and 995.2 as they currently exist or may hereafter be amended, unless such action, claim, or liability is due to or related to actual fraud, corruption, or actual malice.

In the event the City determines there is a conflict of interest between the Parties and Manfro

and independent counsel is required for Manfro's defense, City shall select and pay the reasonable fees of such independent counsel for Manfro's defense. Manfro shall cooperate fully in the investigation and defense of any civil action or proceeding.

Manfro acknowledges and agrees that City reserves its rights pursuant to Government Code section 825(a) not to pay any judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment, and that City's agreement to defend and indemnify him does not constitute an agreement to pay any punitive damages awarded against him. In that regard, Manfro acknowledges and agrees that pursuant to Government Code section 825(b), 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. Manfro shall cooperate fully in the investigation and defense of any such action, claim, or liability.

This provision shall survive the termination of the Agreement.

SECTION 15: Other Terms and Conditions of Employment

City may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manfro, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

SECTION 16: Notices

Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) City:

City of Fullerton
c/o City Clerk
303 W Commonwealth Ave
Fullerton, CA 92832

(2) Manfro: *on file*

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

SECTION 17: General Provisions

A. Integration. This Agreement sets forth the final, complete, and exclusive agreement between City and Manfro relating to the employment of Manfro by City and shall supersede and replace the Interim City Manager Employment Agreement that was effective from August 2, 2025 through March 3, 2026. Any prior agreement, discussions or representations by or between the parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend

any provision of this Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Manfro acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment, and violence in the workplace, as they currently or may in the future exist, and his employment is, and will continue to be, at the will of the City Council.

- B. **Binding Effect.** This Agreement shall be binding on the City and Manfro as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. **Choice of Law and Venue.** This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Ordinances, Policies and Resolutions. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Orange County Superior Court.
- D. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- E. **Conflict with Municipal Code.** The City personnel ordinances, resolutions, rules, and policies shall apply to Manfro in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the City Municipal Code shall prevail over this Agreement.
- F. **Manfro's Independent Review.** Manfro acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Manfro acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents, or employees other than those expressly set forth in this Agreement. Manfro acknowledges that he has been advised to obtain, and has availed himself of, legal advice with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates reflected below each signature.

CITY OF FULLERTON

EDDIE MANFRO

Fred Jung, Mayor

Eddie Manfro

Dated: _____

Dated: _____

Approved as to Form:

Richard D. Jones, City Attorney

Dated: _____

Attest:

Lucinda Williams, City Clerk

Dated: _____

DRAFT

EXHIBIT A

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Agreement") is entered into by and between EDDIE MANFRO ("Manfro") and CITY OF FULLERTON ("City"), in light of the following facts:

- A. Manfro's employment with City concluded on _____ .
- B. Certain disputes have arisen between City and Manfro.
- C. City and Manfro each deny any liability whatsoever to the other.
- D. City and Manfro wish to fully and finally resolve any and all disputes they may have with each other.
- E. Manfro is hereby informed that he has 21 days from receipt of this Agreement to consider it City hereby advises Manfro to consult with his legal counsel before signing this Agreement.
- F. Manfro acknowledges that for a period of 7 days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
- G. Manfro acknowledges that the Salary Payment referenced in paragraph G(1) of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him through the date of employment termination. Manfro also acknowledges that City has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement. Manfro acknowledges that the Severance referenced in paragraph G(2) of this Agreement is in excess of all amounts that are due and owing to him as a result of his employment by City.
 1. Receipt of Salary Payment. Manfro hereby acknowledges receipt of a check or checks for all compensation owing to him, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.
 2. Severance. Within ten (10) days following Manfro's signing, delivering to the City Council, and not revoking this Agreement, City shall pay Manfro the gross amount provided for in Section ___ of the Employment Agreement effective _____, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section ___ ("Severance"). Manfro acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by the City.
 3. General Release. In consideration of the Severance to be paid and provided to

Manfro, and other good and valuable consideration, Manfro hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with City which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manfro hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manfro understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives, and agents, Manfro expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Manfro further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees. Manfro and City agree that in the event of litigation relating to this General Release Agreement, the prevailing party shall not be entitled to recover his/its reasonable attorneys' fees.

CITY OF FULLERTON

EDDIE MANFRO

Fred Jung, Mayor

Eddie Manfro

Dated: _____

Dated: _____

Approved as to Form:

Richard D. Jones, City Attorney

Dated: _____

Attest:

Lucinda Williams, City Clerk

Dated: _____