

CITY OF FULLERTON
AGREEMENT RETAINING EDDIE MANFRO
AS INTERIM DIRECTOR OF HUMAN RESOURCES

THIS INTERIM EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the City of Fullerton, a California municipal corporation, (the "City") and Eddie Manfro, an individual, (hereinafter referred to as "Manfro") to be effective the 21 day of July 2021 ("Effective Date"). The City and Manfro are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

A. The City desires to retain and appoint on an interim basis Manfro as the Interim Director of Human Resources of the City pending the City's selection of a permanent Director of Human Resources following completion of the ongoing recruitment process.

B. Manfro, a retired CalPERS annuitant, desires to serve as the duly appointed Interim Director of Human Resources of the City pending the City's selection of a permanent Director of Human Resources following completion of the ongoing recruitment, and Manfro understands that he shall hold office at the pleasure of the City Manager. Manfro has more than nine years of experience as a Human Resources Director and Human Resources Manager as well as more than seven years as a City Manager for the City of Westminster, and he has the knowledge and experience required to serve as the Interim Director of Human Resources pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1.0 Appointment

1.1 The City hereby retains and appoints Eddie Manfro as Interim Director of Human Resources of the City, and Manfro hereby accepts such employment and appointment with the City to perform the functions and duties of the Interim Director of Human Resources as set forth in the Class Specification for Director of Human Resources. This interim appointment is subject at all times to the terms and conditions of this Agreement and to perform other permissible and proper duties and functions consistent with the position of the Director of Human Resources as the City Manager may from time to time assign. During the appointment, Manfro shall not work more than 960 hours in the 2021/2022 fiscal year.

1.2 Manfro hereby agrees to perform fully and faithfully the functions and duties of the Interim Director of Human Resources, as the duly appointed Interim Director of Human Resources, as specified above and in accordance with the terms and conditions set forth herein.

2.0 Term of Agreement

The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect for a period of up to eight (8) months, ending March 31, 2022, unless sooner terminated with or without cause or notice by the City Manager, or by Manfro with fourteen (14) calendar days' advanced written notice to the City Manager provided in accordance with Section 10.2 of this Agreement.

3.0 Compensation

3.1 Manfro shall maintain time records in the City's timekeeping system for the services rendered pursuant to this Agreement.

3.2 Manfro will receive compensation at the rate of \$76.00 per hour for all hours worked pursuant to this Agreement, minus any applicable payroll taxes required by state and federal law, payable in accordance with the City's established protocols and procedures used for City employees. Manfro shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3.3 Subject to Section 4.0, Manfro is entitled to receive compensation for hours worked, which includes all time spent on City related business, regardless of when or where performed and includes travel to and from business related meetings. Manfro may not invoice the City for travel to and from home to the City, or work unrelated to his work for the City, whether personal or professional, even if performed while at the City and during regular business hours of the City.

3.4 Manfro shall not be entitled to receive any benefits of employment provided to City's regular full-time or management employees, including, but not limited to, group health or medical benefits, life insurance, and vacation and other leave accruals. Manfro specifically acknowledges that his employment by the City under this Agreement is intended to be temporary and of limited duration, and that he will not be entitled to be a member of or accrue benefits under the California Public Employees Retirement System (CalPERS). Notwithstanding the foregoing, Manfro may elect to participate in any salary deferral program under Internal Revenue Code section 457 that is maintained by the City and for which Manfro is eligible, without contribution from the City.

4.0 Hours of Work

The parties hereby expressly understand and agree that Manfro's hours will not exceed 960 hours in the Fiscal Year 2021/2022 in accordance with California Government Code section 21221. Manfro shall be responsible for ensuring he does not exceed the 960 hour per fiscal year limit. The City shall regularly audit Manfro's hours to ensure compliance with Government Code section 21221. Manfro is expected to work approximately 30 hours a week, including attendance at City Council meetings as needed.

5.0 General Expenses

Manfro is not entitled to receive reimbursement for general expenses incurred, nor shall he be expected to incur such expenses, in the performance of his duties pursuant to this Agreement. Notwithstanding the foregoing, if Manfro incurs an extraordinary expense related to the performance of his obligations pursuant to this Agreement and wishes to seek reimbursement from the City for such expense incurred, he shall do so by submitting a request for reimbursement to the Human Resources Director for approval. Any such request must be accompanied by a brief description of the expense and copies of receipts substantiating the expense.

6.0 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 tort,

professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as Interim Director of Human Resources pursuant to and to the extent required by Government Code sections 825 and 995. 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 occurring within the scope of Manfro's employment under this Agreement.

7.0 Other Terms and Conditions

The City Manager, in consultation with Manfro, shall fix any such other terms and conditions, as it 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, or any other applicable law.

8.0 Compliance with Law

Manfro shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties and obligations that are the subject of this Agreement.

9.0 Governing Law and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Orange County Superior Court.

10 General Provisions

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees. To the extent that other oral or written agreements exist or City Personnel Rules may apply to the relationship between City and Interim Director of Human Resources, this Agreement supersedes all others.

10.2 Any notices required by this Agreement shall be either given in person or mailed by first class mail with the postage prepaid and addressed as follows:

IF TO CITY:	303 W. Commonwealth Ave. Fullerton, CA 92832 Attention: Human Resources Director
IF TO INTERIM DIRECTOR OF HUMAN RESOURCES	Eddie Manfro [Address on file with HR Department]

10.3 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.

10.4 The provisions of this Agreement are subject to CalPERS rules and regulations regarding the employment of CalPERS retirees. Any provision, or any portion thereof, determined by CalPERS to be inconsistent with such rules and regulations shall be deemed struck from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement.

10.5 Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

10.6 City shall bear the full cost of any fidelity or other bonds, or insurance policies in lieu thereof, required of the Interim Director of Human Resources under any law or ordinance.

10.7 The foregoing recitals are true and correct and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

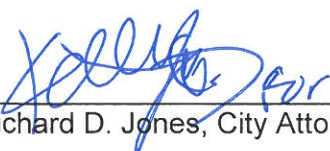
CITY OF FULLERTON

Steve Danley, Acting City Manager

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

EDDIE MANFRO