

RESOLUTION NO. 2025-014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
APPROVING AN EMPLOYMENT AGREEMENT FOR THE CITY MANAGER**

A. RECITALS:

(i) On February 18, 2025, the City Council unanimously appointed Kristin Griffith to the position of City Manager.

(ii) The Employment Agreement attached as Exhibit A provides for the City's employment of Kristin Griffith as City Manager for a two-year period and, unless terminated by either party, a one-year extension period.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

1. The City Council approves the attached Employment Agreement and authorizes the Mayor to execute such contract on the City's behalf.

2. The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 18th day of March, 2025.


Blair Stewart, Mayor



ATTEST:


Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was adopted at a meeting of the City Council of the City of Brea held on the 18th of March 2025, by the following votes:

AYES: COUNCIL MEMBERS: Stewart, Hupp, Marick, Simonoff, Vargas

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAINED: COUNCIL MEMBERS: None

DATED: 3/25/2025



Lillian Harris-Neal, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is dated March 18, 2025 for reference purposes and is executed by the City of Brea (“City”), a California municipal corporation, and Kristin Griffith (“Employee”), an individual.

RECITALS

A. City desires to retain the services of Employee in the at-will position of City Manager.

B. Employee desires to accept employment, on an at-will basis, as the City Manager of City.

NOW, THEREFORE, the parties agree as follows:

1. Duties and Authority. City employs Employee as City Manager of City and as Executive Director of the Successor Agency to the Brea Redevelopment Agency. Employee shall exercise the full powers and perform the functions and duties of the position of City Manager and the Executive Director as specified in Brea City Code and all applicable laws, and shall perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee.

2. Term.

A. Base Term. This Agreement shall commence on March 18, 2025. Unless extended or earlier terminated, this Agreement shall expire at City’s close of business on March 18, 2027.

B. Extension. Unless terminated by either party on before February 16, 2027, the term of this Agreement shall automatically be extended by one year, ending on March 18, 2028.

3. Employee’s Obligations.

A. Exclusivity. Employee shall devote her full time and effort to the performance of this Agreement. Employee shall remain in the exclusive employ of City and shall not become otherwise employed without the prior written approval of the City Council. Any other City Council-approved employment engaged in or by Employee shall not interfere with the performance of duties under this Agreement.

B. Schedule. Employee shall maintain a regular work schedule consistent with that approved by the City Council for other Management employees of the City. Employee’s duties may involve expenditures of time in excess of nine hours per day and in excess of 40 hours per week, and may also include time outside normal office hours such as attendance at City Council meetings or community meetings. Employee shall not be entitled to additional compensation for such time. Employee shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory

Medicare portion of such taxes.

C. Authority Over Employees. Employee shall have authority over City employees as provided in Brea City Code Section 2.04.060. The City Council shall not direct any subordinate of Employee. The City Council shall confidentially communicate to Employee any criticism or concerns of a subordinate of Employee.

D. Personnel Rules. The provisions of City's Personnel Rules and Regulations ("Personnel Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager; provided, however, the provisions of this Agreement shall prevail over the Personnel Rules in the event of a conflict.

E. Ethics. Employee shall conform to the International City/County Management Association Code of Ethics. Employee shall not engage in any business or transaction, or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of her duties or that would tend to impair the independence of her judgement or action in the performance of duties. Employee shall also be subject to the conflict of interest provisions of the Government Code, the Brea City Code, and any other conflict of interest regulations applicable to Employee's employment with City.

4. Performance Evaluations. The City Council shall endeavor to conduct an annual performance evaluation of Employee before July 1, 2025 and then, starting in 2026, at least once annually by June 30 of each year. Performance evaluations may include: setting and reviewing achievement of goals; consideration of enhancements to pay, benefits, or both; and renegotiation of other provisions of this Agreement to be effective by July 1 of each year.

5. Salary and Benefits.

A. Base Salary. Effective the first full payroll period commencing on or after March 18, 2025, Employee shall receive, as compensation for her performance of the duties of City Manager and Executive Director, a starting monthly base salary of \$28,424.25 less customary and legally required payroll deductions.

B. Retirement Plan Contribution. For each pay period City shall contribute an amount that is 8% of Employee's base salary for such pay period to her personal 457b deferred compensation plan account; provided, however, if the total combined amount contributed each calendar year by City and Employee exceeds the maximum allowable annual contribution limit established in the Internal Revenue Code, then City shall contribute such excess amount to City's 401(a) deferred compensation plan in an account established for the benefit of Employee.

C. Executive Management Benefits. Employee shall be entitled to all of the benefits as provided to other City Executive Management employees pursuant to the then-applicable Executive Compensation Plan including: sick leave accrual; health/dental/vision insurance benefits; long-term disability insurance; life insurance; one-time payments or pay adjustments; and enrollment in City's CalPERS retirement plan.

D. Automobile. Employee's duties require the exclusive and unrestricted use at all times of an automobile provided by City, by either lease or purchase of the vehicle. City shall be responsible for paying liability, property damage and comprehensible insurance, all operation, maintenance, repair and replacement costs of such an automobile. Any automobile supplied to Employee shall be approved by the City Council.

E. Administrative Leave. For the remainder of FY 2024-2025, Employee shall be granted 20 hours of administrative leave. Commencing July 1, 2025, and on an annual basis thereafter, Employee shall be granted 60 hours of administrative leave for each fiscal year. Administrative leave shall not be carried over from one fiscal year to the next, nor may Employee convert unused administrative leave to cash.

F. Seminars, Conferences, and Professional Memberships. The City Council may provide for the payment of seminars, conferences, and professional memberships when such is of mutual benefit to Employee and City.

6. At-Will Employment Relationship.

A. City Council Authority To Terminate. Consistent with Brea City Code Section 2.04.010 and Government Code Section 36506, Employee is appointed by and serves at the pleasure of the City Council. Nothing in this Agreement or the Personnel Rules shall prevent, limit, or otherwise interfere with the right of the City Council to terminate this Agreement and the employment of Employee, with or without cause, in accordance with Brea City Code Section 2.04.080.

B. Cause Definition. For purposes of this Agreement the term "cause" is defined solely as follows:

1. Dishonesty involving employment.
2. Creation of an intimidating, hostile, or offensive work environment in violation of any state and federal employment law including Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act.
3. Incompetence, inefficiency, or habitual neglect in the performance of duties after a reasonable opportunity to remediate any issue(s) identified in writing by the City Council.
4. Insubordination or failure to comply with lawful, ethical, and appropriate written City Council directives.
5. Any act of conduct undertaken, during or outside of work hours, that is of such a nature that it causes discredit to fall upon City.
6. Knowingly and willfully failing to comply with applicable laws in the performance of the duties.
7. Continued and ongoing incapacity of Employee to perform the duties

of employment as City Manager, unless such incapacity is protected by applicable employment, labor or disability laws.

8. Conviction or a plea bargain, judgment, or adverse determination by any court, the California Attorney General, the Fair Political Practices Commission, or a grand jury for any felony, intentional tort, crime or moral turpitude, or violation of any law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest.

7. Resignation. Employee may resign from her position with City in lieu of termination, or may voluntarily terminate this Agreement, any time upon 30 days written notice to the City Council. Employee shall not be entitled to any severance pay upon such resignation or voluntary termination, unless otherwise approved by the City Council.

8. Unused Leave Payout. Upon termination of this Agreement, Employee will be provided with a full payout of unused vacation leave and other leave balances if applicable at their then hourly rate of pay such as provided to other City Executive Management employees. Employee retains the right to have a portion or all of the cash value of these accrued leave balances transferred by City, on a pre-tax basis, to Employee's 457b deferred compensation account, 401(a) deferred compensation accounts, or retiree health savings account. Employee shall have her unused accrued sick leave be applied to CalPERS by City on her behalf as additional service credit, provided this meets all applicable legal requirements.

9. Severance.

A. Entitlement. If City terminates this Agreement without cause, then City shall pay Employee a severance benefit in the amount of Employee's then applicable base salary multiplied by 12 or by the number of months remaining in the term of this Agreement, whichever is less. Additionally, for the same period Employee shall receive:

1. Continuation, or cash compensation, for the value of full pay, accrued benefits and accruable benefits.
2. Continuation of CalPERS retirement service credit accrual.
3. Continuation of City's contributions to Employee's 457b and/or 401(a) deferred compensation and retiree health savings accounts.

B. Employee shall not be entitled to any severance if City terminates this Agreement for cause or if Employee terminates this Agreement.

C. In no event shall the severance that Employee receives under this Agreement exceed the limit specified by Government Code Section 53260 et seq. or other applicable law.

10. Indemnification. City shall defend, hold harmless, and indemnify Employee against any claim for negligent tort or omissions, professional liability claim or demand,

or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of her duties as Employee in accordance with the provisions of Government Code Section 825. Such indemnification shall extend beyond termination of employment to provide full and complete protection to Employee by City for any acts undertaken or committed in her capacity as Employee, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with City. City shall provide, at City's expense, personal legal counsel for Employee and shall consult with Employee as to the selection of such counsel, if it is mutually determined by City and the Employee that personal legal counsel is necessary.

11. Reimbursement of City. In the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse City for any paid leave, legal criminal defense, or cash settlement (including severance) as provided in Government Code Sections 53243 et seq.

12. Notices. Any notice to be given under this Agreement by either party to the other shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to City or Employee. All mailed notices to City shall be addressed as follows:

Mayor
City of Brea
One Civic Center Circle
Brea, CA 92821

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given.

13. Miscellaneous.

A. Employee Acknowledgement. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she 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.

B. Nondisparagement. In the event of termination of this Agreement, City and Employee may prepare a mutually agreeable joint press release or statement that does not contain any text or information disparaging to either party. City Council Members, City personnel, and Employee may verbally repeat the substance of any such press release or statement upon inquiry, but shall not otherwise make any written, oral, or

electronic statement to any member of the public, the press, or any City employee concerning the termination.

C. Litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

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. 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.

F. Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement between City and Employee relating to the employment of Employee as City Manager by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. No amendments to this Agreement may be made except in writing, signed and dated by City and Employee.

[SIGNATURES ON FOLLOWING PAGE]

Executed:

EMPLOYEE



Kristin Griffith

**EMPLOYER
City of Brea**



Blair Stewart, Mayor

Attest:



Lillian Harris-Neal, City Clerk



Approved as to form:



Terence Boga, City Attorney