

**(EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF WESTMINSTER AND CHRISTINE CORDON,
CITY MANAGER**

THIS AGREEMENT is entered into this 8th day of June 2022, between the City of Westminster, a California municipal corporation, subsequently called "City," and Christine Cordon, subsequently called "City Manager," "Employee," or "Cordon."

A. WHEREAS, Employee is currently employed as the Interim City Manager while holding the permanent position as the Westminster City Clerk. As the City Clerk, Employee is already entitled to the benefits afforded management employees under the Compensation Resolution for Management, Administrative and Confidential employees; and

B. WHEREAS, the City Council desires to appoint Employee to act as and perform the duties of the City Manager; and

C. WHEREAS, Employee is agreeable to performing the duties of City Manager under the terms and conditions of this Agreement; and

D. WHEREAS, it is the desire of the City and Employee to enter into an Employment Agreement concerning the terms and conditions of her employment as the City Manager.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. EMPLOYMENT

- 1.1. During the term of this Agreement, Employee shall perform all of 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 Westminster 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. Employee shall not accept work from any other person or organization other than the City during the term of this Agreement, or thereafter as might conflict with her role as City Manager.

2. TERM OF EMPLOYMENT

The term of this Agreement shall begin on June 8, 2022 (the "Effective Date"). As described in Section 5, Cordon's at-will employment with the City shall continue until the City or Cordon decide to end her employment with the City. Pursuant to the terms of this

agreement, the Parties may also mutually agree to terminate Cordon's employment relationship with the City.

Employee shall receive a performance review from the City Council within six (6) months of June 8, 2022. In addition, Employee will be reviewed by the City Council within one month of June 8, 2023. After the first year of employment, Employee shall be reviewed annually by the City Council within one month of her June 8th anniversary date.

3. SALARY AND BENEFITS

- 3.1. As City Manager, Employee shall receive an annual salary of Two Hundred Forty Thousand Eight Hundred Ninety Dollars (\$240,890.00), payable in equal installments at the same time as other employees of the City are paid.

This amount equates to 5% above the total base pay and Continuous Meritorious Service (CMS) pay received by the Chief of Police. In the event the Police Chief receives a step increase during Employee's appointment, Employee's compensation shall be adjusted accordingly in order to maintain the 5% salary differential.

- 3.2. Employee shall be entitled to all other benefits provided to Employee in the Compensation Resolution for Executive Employees.
- 3.3. Employee shall receive a monthly automobile allowance of \$300. This takes into consideration Employee's unique position, which requires her to be available during non-regular hours, and frequently requires her to travel to meetings throughout the County directly from her home.

4. PROFESSIONAL DEVELOPMENT, DUES, SUBSCRIPTIONS AND EXPENSES

- 4.1. City hereby agrees to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including but not limited to, International City Management Association, League of California Cities, and other professional associations.
- 4.2. City agrees to pay for the professional dues and subscriptions necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.
- 4.3. City also agrees to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.

4.4. City recognizes that certain expenses of a non - personal and job - affiliated nature are incurred by Employee, and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

5. TERMINATION AT PLEASURE OF CITY COUNCIL

(a) Except as provided in subsection (b), in the event the City Council terminates the employment of Cordon, and during such time that Cordon is willing and able to perform her duties under this Agreement, then City shall pay to Cordon a severance payment equal to salary payments which Cordon would have been receiving over a twenty-six (26) week period at Cordon's current rate of pay in effect on the day prior to the date of termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate this Agreement and the employment of Cordon at any time, with or without Cause (as defined below). In the event the City Council decides to terminate this Agreement without Cause, Cordon shall be given at least 30 days written notice prior to the effective date of the termination. However, City and Cordon agree that termination without cause may not be exercised by the City during any period commencing ninety (90) days prior to a City Council general, special, or recall election and ending ninety (90) days following certification of such City Council general, special, or recall election.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Cordon to resign from her employment with City, subject only to Cordon providing forty-five (45) calendar days' prior written notice to City of the effective date of her resignation. Upon the effective date of resignation, Cordon forfeits all compensation and benefits owing for the remainder of the term of this Agreement after her resignation, as well as any potential severance pay. The City acknowledges that Cordon shall be eligible for payout of the cash value of accrued vacation leave at the time of separation. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time Cordon secures medical insurance through attainment of comparable employment, the City shall maintain and pay for retirement contributions and medical/dental/vision/life/disability benefits, as provided under the City's cafeteria plan, in such amounts and on such terms as have been received by the Employee and her dependents at the time of such termination. No other or additional benefits shall accrue during this ninety (90) calendar-day period.

(b) Notwithstanding subsection (a) above, the following reasons shall constitute grounds for a "for cause" termination of the City Manager without severance pay:

1. Conviction of a felony;
2. Conviction of a misdemeanor arising out of Cordon's duties under this

- Agreement and involving a willful or intentional violation of law;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
 4. Willful abandonment of duties;
 5. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body; and
 6. Any grossly negligent action or inaction by Cordon that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates properly established rules or procedures of City.

6. GENERAL PROVISIONS

6.1. Employee's Obligations and Hours of Work.

Cordon shall devote her full professional energies, interest, abilities, and productive time to the performance of this Agreement and utilize her best efforts to promote City's interests. Cordon's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (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). Cordon's base salary includes compensation for all hours worked. Cordon 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 Cordon will need to devote outside normal office hours to business activities of City and the exempt, salaried nature of the employment, Cordon is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Cordon's participation in activities out of the office, Cordon will generally be expected to keep office hours at City Hall, during normal business hours.

6.2. Confidentiality and Non-Disparagement.

Cordon acknowledges that in the course of her employment contemplated herein, Cordon 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 Cordon that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Cordon 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.

Except as otherwise required by law, in the event the City terminates Cordon with or without Cause, the City and Cordon agree that no member of the City Council, the city management staff, nor Cordon shall make any written, oral, or electronic statement to any member of the public, the press, or any City employee concerning Cordon's termination except in the form of a joint press release or statement, which is mutually agreeable to City and Cordon. 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 Cordon 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.

The obligations of City and Cordon under this section shall survive the termination of this Agreement.

6.3. Outside Activities.

Cordon 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 her duties and responsibilities to City. (Cal. Govt. Code §§ 1125, et. seq.) Subject to prior approval from the City Council, Cordon may accept limited teaching or other business opportunities that do not otherwise conflict with the obligations and duties under this Agreement or otherwise create an incompatible office.

6.4. Defense and Indemnification.

In accordance with the provisions of California Government Code sections 995 and 995.2 as they currently exist or may hereafter be amended, City shall defend and indemnify Cordon, using legal counsel of City's choosing, against any civil action or proceeding brought against Cordon, in her official or individual capacity or both, on account of an act or omission in the scope of her employment as City Manager, unless such act or omission was due to actual fraud, corruption, or actual malice. In the event the City determines there is a conflict of interest between the Parties and Cordon and independent counsel is required for Cordon's defense, City shall select and pay the reasonable fees of such independent counsel for Cordon's defense. Cordon shall cooperate fully in the investigation and defense of any civil action or proceeding.

Cordon 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 her employment, and that City's agreement to defend and indemnify her does not constitute an agreement to pay any punitive damages

awarded against her. In that regard, Cordon 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.

6.5. 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 Cordon, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

6.6. 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:

If sent by Employee to the City: If sent to Employee by the City:

Human Resources
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Christine Cordon
8200 Westminster Blvd.
Westminster, CA 92683

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of postmark.

6.7. 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 the City and Employee.

6.8. 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.

6.9. 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.

6.10. Best Efforts.

So long as Employee is providing services to the City, Employee shall use her best efforts in performing her obligations and duties.

6.11. Opportunity to Consult with Counsel.

Employee acknowledges that she has been represented by independent legal counsel of her 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 Employee has not obtained independent legal counsel, she acknowledges that the failure to have independent legal counsel will not excuse her failure to perform under this Agreement or any agreement referred to in this Agreement.

6.12. Opportunity to Review.

Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

6.13. 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.

6.14. 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.

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

Dated: 6/9/22



Christine Cordon

Dated: 6/10/22



Tri Ta, Mayor

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney