

**RESOLUTION 2024-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS,  
COUNTY OF LOS ANGELES, APPOINTING BRAD MCKINNEY AS CITY  
MANAGER AND APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT**

**WHEREAS**, it is the desire of the City Council of the City of San Dimas (hereinafter the "City Council") to employ an individual to serve in the position of city manager, which position is prescribed by state law and Chapter 2.24 of the City's Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former San Dimas Redevelopment Agency, the San Dimas Public Financing Authority, and San Dimas Housing Authority Successor Agency, and such other agencies of the City to which he may be appointed from time-to-time; and

**WHEREAS**, based on Brad McKinney's executive and administrative qualifications and ability, the City Council desires to employ Mr. McKinney to serve as the city manager for the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS,  
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** Brad McKinney is appointed to be the City Manager of the City of San Dimas, with a start date of November 4, 2024. Mr. McKinney's initial base salary as City Manager will be \$289,267 annually.

**SECTION 3.** The Employment Agreement between the City and Mr. McKinney, attached as Exhibit B to the staff report for this October 8, 2024 City Council meeting agenda item, is hereby approved. The Mayor is authorized to execute the employment agreement on behalf of the City.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of October, 2024.



Emmett Badar, Mayor

**ATTEST:**



Debra Black, City Clerk

I, Debra Black, City Clerk, hereby certify that Resolution 2024-75 was adopted by the City Council of San Dimas at a regular meeting on October 8, 2024 by the following vote:

**AYES:** Badar, Bratakos, Nakano, Vienna, Weber  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

  
\_\_\_\_\_  
Debra Black, City Clerk

# **CITY MANAGER EMPLOYMENT AGREEMENT**

## **BETWEEN**

### **CITY OF SAN DIMAS AND BRAD MCKINNEY**

This CITY MANAGER EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into this 8<sup>th</sup> day of October, 2024, by and between the CITY OF SAN DIMAS (“City”), and BRAD MCKINNEY, an individual (hereinafter referred as the “City Manager”).

## **R E C I T A L S**

WHEREAS, it is the desire of the City Council of the City of San Dimas (hereinafter the "Council") to employ an individual to serve in the position of city manager, which position is prescribed by state law and Chapter 2.24 of the City’s Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former San Dimas Redevelopment Agency, the San Dimas Public Financing Authority, and San Dimas Housing Authority Successor Agency, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth San Dimas Municipal Code Section 2.24.070; and

WHEREAS, San Dimas Municipal Code Section 2.24.030(A) provides that “[t]he city manager shall be chosen by the city council solely on the basis of his or her executive and administrative qualifications, with special reference to his actual experience in, or his or her knowledge of accepted practice in respect to the duties of his or her office as set forth in [Chapter 2.24];” and

WHEREAS, based on City Manager’s executive and administrative qualifications and ability, the Council desires to employ City Manager to serve as the city manager for the City; and

WHEREAS, City Manager desires to accept employment as such from City and to perform and assume responsibility for the provision of city manager services to the City and its related agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and City Manager hereby agree as follows:

## **A G R E E M E N T**

### **1.0 EMPLOYMENT & DUTIES**

1.1 Duties. City hereby employs City Manager to perform the functions and duties of

the position of city manager, as specified in the job description attached as Exhibit "A," the City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the Council shall, from time to time, direct or assign. City Manager acknowledges that the assigned duties shall also include services to the Successor Agency to the Former San Dimas Redevelopment Agency, San Dimas Public Financing Authority and San Dimas Housing Authority.

1.2 Work Schedule. It is recognized that City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be reasonably available, and devote a great deal of time outside the normal office hours to the business of the City. City Manager acknowledges that proper performance of the duties of city manager will require City Manager to generally observe and/or be accessible during normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m. on Friday), and will also often require the performance of necessary services outside of normal business hours, including emergencies as needed and special events. Notwithstanding the foregoing, the City will permit City Manager such reasonable "time off" as is customary for exempt employees of the City. City Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked, and City Manager shall not be entitled to any compensation for overtime.

1.3 Other Activities. City Manager shall focus his professional time, ability, and attention to City business during the term of this Agreement. City Manager shall not engage, without the express prior written consent of the Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with City, that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of City Manager's duties.

1.4 Employment Status. Upon appointment to the city manager position, City Manager shall serve at the will and pleasure of the Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" meeting. The City may terminate City Manager at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by City Manager while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to City Manager in connection with the performance of this Agreement shall be held confidential by City Manager to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by City Manager, without the prior written consent of the Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required

by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. City Manager understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to San Dimas Municipal Code §2.30.050(A).

1.7 FLSA Exempt Status. City Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

## **2.0 COMPENSATION**

2.1 Annual Compensation. City agrees to compensate City Manager for his services rendered hereunder at an annual base salary of Two Hundred Eighty Nine Thousand Two Hundred Sixty Seven Dollars (\$289,267). Such salary shall be payable in installments at the same time as other employees of City are paid. City Manager shall pay his contribution to FICA.

2.2 Salary Review. City and City Manager may, at the Council's discretion, agree to conduct a salary review at any time, including concurrently with the annual performance evaluation set forth in Section 5.2 hereinafter. Such salary review may include consideration of the salary and those benefits afforded City Manager in this Agreement.

2.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of Council at a public meeting shall be required to effectuate an increase in the salary paid to City Manager paid pursuant to this Agreement, as well as amendment of this Agreement.

2.4 Cost of Living Adjustments. After January 1, 2025, City Manager shall be eligible for cost of living adjustments ("COLA") approved by the City Council in and for 2025 and thereafter. The amount of the COLA provided to the City Manager shall be equal to the COLAs, if any, afforded to all City department head executive employees by resolution of the Council, and shall be effective the same date as such COLAs are provided to all City department head executive employees.

## **3.0 TERM**

3.1 Commencement & Effective Date. City Manager shall commence his services at 12:01 a.m., Pacific daylight savings time, on November 4, 2024 which shall also be deemed the Effective Date of this Agreement.

3.2 Term. The term of this Agreement shall commence from and after the Effective Date. This Agreement shall remain in effect from the Effective Date until terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination By City Manager. City Manager may terminate this Agreement at any time, provided City Manager provides the Council with at least sixty (60) days' advance

written notice prior to the effective date of termination, unless a shorter period is acceptable to Council. In the event City Manager terminates this Agreement, City Manager expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Council's right to terminate City Manager pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager.

a. Termination by Council for Cause. The Council may terminate this Agreement for cause at any time by vote of three of the five City Councilmembers at a publicly agendized meeting in accordance with Government Code §§ 54950 *et seq.* ("Brown Act"), by providing City Manager five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. In such event, City shall, if desired by City Manager, afford City Manager a public name-clearing hearing before Council. Request for a name clearing hearing shall be made to the City Clerk within seven (7) days of City Manager's receipt of notice of termination. For purposes of this Agreement, the term "cause" shall be defined to include, any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) willful or persistent material breach of or abandonment of duties; 2) pattern of repeated willful and intentional failure to carry out materially and legally constituted directions or policy decisions of the City Council; 3) material dishonesty related to willfully providing the Council false information; 4) unlawful discrimination or harassment in violation of federal or state law or City policy while acting in the course and scope of employment or while on City premises or time; 5) use or possession of illegal drugs in violation of state law and/or City policy; 6) conviction of a felony or a misdemeanor involving moral turpitude (i.e. offenses contrary to justice, honesty or morality); 7) engaging in conduct unbecoming for a public official tending to bring disrepute to the City; 8) any illegal or unethical act involving personal gain or deliberate financial mismanagement in the course and scope of employment; 9) theft or attempted theft; or 10) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place City Manager on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of City Manager hereunder, then the City shall have no obligation to pay severance.

b. Termination by Council Without Cause. By providing City Manager written notice thereof, the Council may terminate City Manager without cause but rather based upon management reasons, including but not limited to incompatibility of management styles. However, in no event may City Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council. In the event City Manager is terminated without cause, City Manager expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Waiver of Certain Discipline and Termination Rights. City Manager expressly waives any rights afforded under City's personnel system or policies, and any rights afforded to City Manager under the San Dimas Municipal Code (including Section 2.24.060) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except those rights City Manager may have under the California or United States constitutions to a name-clearing hearing. Such rights waived under this Section 3.5 include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon the employee's request.

#### **4.0 SEVERANCE**

4.1 Severance Pay and Benefits. If the Council terminates City Manager without cause and City Manager does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to City Manager severance in an amount equal to his monthly base salary (calculated by dividing the then-current annual base salary as defined in Section 2 above by 12) then in effect multiplied by twelve (12) less applicable deductions normally deducted during regular payroll payments and excluding deferred compensation or the value of any other benefits.

The City is currently a member of the CJPIA which makes available to City Manager six (6) months of compensation and COBRA benefits according to the terms and conditions of the CJPIA'S Special Liability Protection Program. The terms and conditions of the CJPIA's Special Liability Protection Program ("CJPIA Program") may vary from time to time. The terms and conditions of the CJPIA Program, if any, in effect at the time of termination of City Manager's employment will govern. If, at the time of City's termination of City Manager's employment, City is no longer a member of CJPIA, this paragraph shall not apply, and the benefit, if any, available to City Manager under the CJPIA Program shall be determined at the time of City's termination of City Manager, if at all.

Notwithstanding the foregoing, Government Code § 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code § 53260, then the amount paid to City Manager shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the twelve (12) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated By City Manager. As provided in Section 3.4(a), should City Manager be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3 should City Manager initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for above in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of City Manager with respect to severance pay in the event of the

termination, other than for cause. City Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

## **5.0 PERFORMANCE EVALUATION**

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to City Manager so as to facilitate a more effective management of City. Nothing herein shall be deemed to alter or change the employment status of City Manager (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of City Manager thereunder.

5.2 Annual Evaluation. Council shall review and evaluate the performance of City Manager annually on or about the one (1) year anniversary of City Manager's start date. A performance evaluation shall be conducted by means of either a third-party facilitated performance evaluation or by the Council directly. The selection of the third-party facilitator shall be in the sole discretion of the Council. It shall be the obligation of City Manager and the City Clerk to notify Council of the need to conduct the evaluation required by this Section.

5.3 Written Summary. Council and City Manager agree to jointly prepare a written summary of each performance evaluation of City Manager, and to include the same in his personnel file within two (2) weeks following conclusion of the review and evaluation process. Council shall schedule at least one (1) closed personnel session with City Manager to deliver and discuss the evaluation.

## **6.0 EMPLOYMENT BENEFITS**

6.1 Vehicle Allowance. City Manager shall be afforded a monthly vehicle allowance as set forth in the City's then-current Pay Plan and Reimbursement Schedule Resolution, as it may be amended from time to time, in full compensation for the usage of City Manager's personal vehicle for City-related business. As of the Effective Date of this Agreement, the current version of the Pay Plan and Reimbursement Schedule provides for a Six Hundred Dollar (\$600.00) per month vehicle allowance to the city manager.

6.2 Technology Allowance. City Manager shall receive a monthly allowance of \$150 for personal technology expenses, including but not limited to personal cell phone and data expenses.

6.3 Medical, dental, and vision insurance. The City shall provide to City Manager medical, dental, and vision insurance at the same level as all full-time employees. The City Manager shall be eligible to receive the other Optional Benefit Plan contributions for retirement medical currently contributed in accordance with the City's then-current Pay Plan and Reimbursement Schedule, as offered to all full-time employees.

6.4 Life and long-term disability insurance. The City shall provide to City Manager the same life insurance and long-term disability insurance benefits offered to all full-time employees.



6.5 CalPERS Retirement. City Manager is a “classic” member of CalPERS and shall continue to participate in the City’s 2% at 55 CalPERS formula. The City shall pay the full employer CalPERS contribution. The employee contribution, which is currently 7%, shall be paid by City Manager.

6.6 Deferred Compensation. City Manager shall be eligible to participate in the City’s Deferred Compensation Program provided to all full-time employees, subject to the terms and conditions in the City’s Personnel Rules and then-current Pay Plan and Reimbursement Schedule, as may be amended from time to time. As of the Effective Date of this Agreement, the City will match employee deferred compensation contributions dollar for dollar up to \$250 per month, or as otherwise provided in the City’s then-current Pay Plan and Reimbursement Schedule.

6.7 Sick, Vacation, Administrative, Holiday and Bereavement Leave. Unless otherwise specified in this Section 6.7, City Manager shall receive sick, vacation, administrative and other leaves as provided to all City department head executive employees, subject to the terms and conditions in the City’s Personnel Rules as amended from time to time and as modified below by this section.

a. Sick Leave. City Manager shall accrue sick leave at the amount of 8 hours per month. Sick leave usage and accrual requirements shall be the same as provided to all City department head executive employees, subject to the terms and conditions in the City’s Personnel Rules as amended from time to time.

b. Vacation Leave. City Manager shall accrue vacation leave at the rate of 7.69 hours biweekly (200 hours per year) with a maximum accrual balance of 400 hours. Vacation leave shall be taken for any period exceeding four (4) hours in a day and any vacation exceeding a full day will require notification to the City Council. The City Manager waives any annual cash payout for accrued vacation leave.

c. Administrative Leave. City Manager shall accrue 96 hours of administrative leave on January 1 of each calendar year in addition to other leaves granted herein, subject to the City’s Personnel Rules. Administrative leave accrual shall be capped at 96 hours.

d. Holiday Leave. City Manager shall be entitled to observe all legal holidays recognized by the City on the days that they are observed by the City.

e. Bereavement Leave. If any member of City Manager’s immediate family dies, City Manager shall be entitled to a period of five (5) work days of paid bereavement leave with pay. Such leave shall be taken within seven (7) days after the death of the family member or within seven (7) days of the date of the funeral or memorial service for the deceased. Immediate family shall include a spouse, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, spouse’s grandparent or grandchild.

6.8 Workers Compensation. City agrees to provide workers’ compensation insurance

as provided to all City employees in accordance with all applicable provisions of State law.

6.9 Longevity Incentive. City Manager shall be eligible for the City's Longevity Service Incentive as provided in the then-current "Pay Plan and Reimbursement Schedule" resolution, as may be amended from time to time.

6.10 Additional Benefits. Unless otherwise specified to the contrary in this Agreement, City Manager shall be entitled to such additional benefits as are afforded full time employees or as the same may be modified for all employees by resolution of Council from time to time or as specified within the City's Personnel Rules. No other benefits shall accrue not provided under this Agreement, resolution of City Council, or City's Personnel Rules.

## **7.0 PROFESSIONAL DEVELOPMENT**

7.1 Membership. The City encourages City Manager's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse City Manager the actual cost for registration, travel, lodging, meals, and other expenses incurred by City Manager while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible City Manager must have budgeted funds available for the same; provided, however, that the Council may, in its sole discretion, approve such unbudgeted expenditures if it deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse City Manager the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

## **8.0 INDEMNIFICATION, DEFENSE AND BONDS**

8.1 Indemnification. For the purpose of indemnification and defense of legal actions, City Manager shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 throughout 996.6 of the California Government Code.

8.2 Bonds. The City shall bear the full cost of any fidelity or other bonds required of the City Manager by the Council or as required under any law or ordinance.

## **9.0 GENERAL PROVISIONS**

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement

acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement of promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council.

9.3 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 at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

9.6 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

City Manager represents that City Manager has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to City Manager, including that City Manager agrees that any cash settlement or severance related to a termination that City Manager may receive from the City shall be fully reimbursed to the local agency if City Manager is convicted of a crime involving an abuse of City Manager's office or position.

9.7 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has at least had the opportunity to do so, and City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it, or who drafted any portion thereof.

9.8 Conflicts Prohibited. During the term of this Agreement, City Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of his duties under this Agreement. City Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on City Manager to seek legal advice concerning whether such conflict exists and City Manager's obligations arising therefrom.

9.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City of San Dimas  
Attn: Mayor  
245 E. Bonita Ave., San Dimas,  
CA 91773

To City Manager:

[ADDRESS ON FILE WITH  
HUMAN RESOURCES]

w/copy to:

City Attorney  
c/o Aleshire & Wynder, LLP  
3701 Wilshire Blvd., Suite 725  
Los Angeles, California, 90010

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the CITY OF SAN DIMAS has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and CITY MANAGER has signed and executed this Agreement, both in duplicate.

**CITY OF SAN DIMAS**



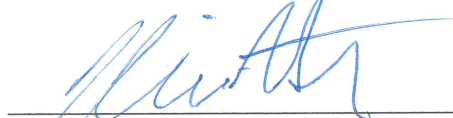
Emmett Badar, Mayor

**ATTEST:**

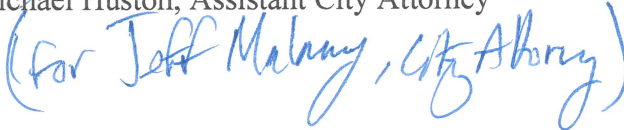


Debra Black, City Clerk

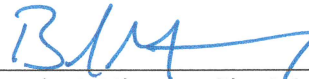
**APPROVED AS TO FORM:**



Michael Huston, Assistant City Attorney



**CITY MANAGER**



Brad McKinney, City Manager

Dated: 10.23.2024

**[END OF SIGNATURES]**



## EXHIBIT "A"



### City Manager

Department/Division:	City Manager's Office
Reports To:	City Council
Provides Direction To:	Department directors; City Clerk, Housing Programs Manager, and administrative support staff

### 1.0 GENERAL PURPOSE

Under general direction of the City Council, directs, coordinates, and manages the overall administrative activities, programs and operations of the City; advises, initiates and oversees the implementation of City development goals in accordance with Council goals; oversees department heads as well as managers and staff assigned to the City Manager's Office; and performs related duties as required.

### 1.1 DISTINGUISHING CHARACTERISTICS

This is the top managerial position within the City; this position reports directly to the City Council and oversees the work of departmental directors and the operations of the entire City. The scope of responsibility, decision-making authority, and scope of supervision exercised is larger than any other City position.

### 1.2 ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

1. Directs, guides and participates in the development and implementation of City- wide goals, objectives, policies and procedures.
2. Plans, oversees and approves the preparation and administration of the City budget with the assistance of departmental directors.

3. Selects, trains, supervises and evaluates the work of department directors and approves application of Personnel Rules and disciplinary standards.
4. Serves as Director of the Successor Agency to the Former San Dimas Redevelopment Agency.
5. Prepares long-term plans for capital improvements and debt financing.
6. Confers with department heads concerning administrative and operational problems and originates solutions that meet City and departmental needs.
7. Prepares and submits to the City Council reports of City finances and administrative activities.
8. Advises City Council as to the success and status of enforcement of various programs and requirements; conceptualizes future needs of the City.
9. Oversees the enforcement of all City ordinances and the plans and requirements of the City Council.
10. Interprets, analyzes and explains policies, procedures, and programs to the City Council, staff and the public, including major complaints.
11. Confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in the affairs of the City; represents the City in the community and at professional meetings as required.
12. Coordinates City activities with other governmental agencies and outside organizations.

### 1.3 QUALIFICATIONS GUIDELINES

#### **Knowledge of:**

Municipal administrative methods and procedures, organizations and functions; current social, political, and economic trends and operations programs of municipal government; applicable Federal and State laws, rules and regulations regarding local government operations; principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government; principles of management, finance and supervision.

#### 1.4 Ability to:

Serve effectively as the administrative agent of the City Council and to properly represent the City; provide effective leadership and coordinate the activities of a municipal organization; analyze, interpret, summarize, and present administrative and technical information and data in an effective manner; exercise effective leadership and judgement in policy, personnel and budgetary matters and adopt an effective course of action; establish



and maintain effective relationships with City Council, department directors, officials, public and private representatives, vendors, contractors, consultants, and the general public.

#### 1.5 Education/Training/Experience:

Any combination equivalent to experience and education that could likely provide the desired knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

**Experience:** Ten years of progressively responsible experience in an administrative, managerial, or staff capacity in a medium size municipal organization, involving the responsibility for the planning, organization, implementation and supervision of varied work programs, and preferably involving local government management experience.

**Education:** Equivalent to a Master's degree from an accredited college or university with major course work in public or business administration or a closely related field.

#### 1.6 Licenses; Certificates; Special Requirements:

A valid Class C or Class 3 California State driver's license issued from the California Department of Motor Vehicles is required in order to attend various business meetings and conferences.

#### 1.7 Physical And Mental Demands

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### 1.8 Physical Demands

While performing the duties of this job, the employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit, talk or hear and to occasionally lift and carry records and documents typically weighing less than 20 pounds. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

### ARTICLE II Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; explain policies and procedures as applied to specific situations; apply independent judgement in solving work problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public, and occasionally deal with dissatisfied or quarrelsome individuals.

### ARTICLE III WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position works under typical office conditions and the noise level is frequently quiet.

## **EXHIBIT "B"**

### **AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE**

#### **1. PARTIES**

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of San Dimas, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Brad McKinney, an individual (hereinafter referred to as "EMPLOYEE").

#### **2. RECITALS**

2.1 EMPLOYEE was hired by THE CITY as an at-will City Manager effective \_\_\_\_\_ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2 THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of \_\_\_\_\_, \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### **3. CONSIDERATION**

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by federal, state or municipal law or THE CONTRACT or any other agreement with THE CITY, with the exception of any severance payments.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of \_\_\_\_\_ and \_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30)

business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum shall be subject to applicable federal and state withholdings as determined appropriate by THE CITY.

**3.3** In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. This AGREEMENT, however, does operate to prevent EMPLOYEE from seeking or recovering monetary damages or other individual-specific relief in connection with any such claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

#### **4. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate

with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

## **5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

“General Release--Claims Extinguished”

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

**7.1 Advice of Counsel:** The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

**7.2 No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

**7.3 Independent Investigation:** Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

**7.4 Mistake Waived:** In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to

perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

**7.5 Later Discovery:** The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

**7.6 Indemnification:** EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

**7.7 Future Cooperation & Consultation fees:** EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT.

**7.8 Return of Confidential Information and Property:** Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

**7.9 No Pending Claims and/or Actions:** EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

**7.10 Ownership of Claims:** EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

**7.11 Authority:** Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## **8. MISCELLANEOUS**

**8.1 No Admission:** Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

**8.2 Governing Law:** This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

**8.3 Full Integration:** This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

**8.4 Continuing Benefit:** This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

**8.5 Joint Drafting:** Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

**8.6 Severability:** In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

**8.7 Titles:** The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

**8.8 Counterparts:** This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.



**8.9 Notice:** Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City of San Dimas  
Attention: City Clerk  
245 E. Bonita Ave.,  
San Dimas, CA 91773

**IN WITNESS WHEREOF,** THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Brad McKinney

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney