

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF HUNTINGTON BEACH  
APPOINTING TRAVIS HOPKINS AS CITY MANAGER

WHEREAS, Article II, Section 200 of the City Charter (“Charter”) of the City of Huntington Beach provides for a Council-Manager form of government; and

Article IV, Sections 400 and 401 of the Charter set forth the selection process as well as the duties and obligations of the City Manager; and

The City Council of the City of Huntington Beach has evaluated the performance of Travis Hopkins as Acting City Manager; and

The City Council of the City of Huntington Beach desires to appoint Mr. Travis Hopkins to the position of City Manager for the City of Huntington Beach, effective March 15, 2025; and

Mr. Hopkins desires to provide said services as City Manager to the City under the terms and conditions set forth in the Agreement attached to this Resolution as Exhibit A; and

Mr. Hopkins represents that he is willing and qualified to provide such services to the City;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach that it hereby as follows:

SECTION 1. The City Council hereby appoints Travis Hopkins as the City Manager of the City of Huntington Beach pursuant to Section 400 of the City Charter.

SECTION 2. The effective date of the appointment of Travis Hopkins as the City Manager shall be effective March 15, 2025.

SECTION 3. The City Council approves the attached Employment Agreement with Mr. Travis Hopkins shown as Exhibit A to this Resolution.

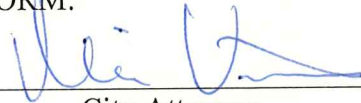
SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at the City Council's regular meeting held on March 4, 2025.

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Mayor

INITIATED AND APPROVED AS TO  
FORM:



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City Attorney

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND TRAVIS HOPKINS  
FOR THE OFFICE OF CITY MANAGER**

Following the City Council's adoption of Resolution 2025-17, this AGREEMENT is made and entered into this \_\_\_ day of March 2025, by and between the CITY OF HUNTINGTON BEACH, a California Municipal Corporation, hereinafter referred to as "CITY," and Travis Hopkins, hereinafter referred to as "HOPKINS." CITY and HOPKINS may be collectively referred to as "Parties."

**RECITALS**

WHEREAS, the City Council has selected a candidate for the City Manager position based on the duties and qualifications set forth in the City Charter of the City of Huntington Beach; and

WHEREAS, per City Charter Section 400 (c), the candidate selected was chosen on the basis of his executive and administrative qualifications, including his actual experience in and knowledge of accepted practice as regards the duties of the office of City Manager; and

WHEREAS, the City Council desires to retain the services of HOPKINS as City Manager for the City of Huntington Beach; and

WHEREAS, the City Council desires to provide certain benefits, establish certain conditions of employment, and to establish working conditions for HOPKINS; and

WHEREAS, HOPKINS desires to provide said services as City Manager to the CITY under the terms and conditions hereinafter set forth; and

WHEREAS, HOPKINS represents that he is willing and qualified to provide such services to the CITY;

THEREFORE, in consideration of the mutual covenants and promises hereinafter contained and made subject to all of the terms and conditions hereof, the Parties hereto do hereby agree as follows:

## **SECTION 1. DUTIES.**

(a) The CITY hereby agrees to retain the services of HOPKINS as City Manager to perform the proper administration of all affairs of the CITY, including the functions and duties specified in Section 401 of Article IV of the Huntington Beach City Charter, as of the date of this AGREEMENT and as may be amended in the future, and to perform other legally permissible and proper duties and functions as designated by the City Council from time to time.

(b) HOPKINS shall prepare and implement an annual plan of Organizational Goals and Objectives which may be incorporated into an annual evaluation tool to assess performance.

(c) HOPKINS may exercise only those powers expressly granted to him as City Manager through the Huntington Beach City Charter, the Huntington Beach Municipal Code, this AGREEMENT, any Resolution, or any minute action of the City Council.

(d) HOPKINS will conscientiously and loyally perform all of the duties, expressed or implied, required of him by the terms of this AGREEMENT, the Huntington Beach City Charter, the Huntington Beach Municipal Code, and the duties that may be delegated to him by the City Council.

(e) HOPKINS understands and agrees that he shall:

- i. Devote his time, ability, and attention to matters of CITY and the City Council of not less than the regular business hours of the CITY.
- ii. Perform his duties within the budget adopted by the City Council.

## **SECTION 2. TERMS OF AGREEMENT**

(a) HOPKINS agrees to remain in the exclusive employment of the CITY and not to become otherwise employed while this AGREEMENT is in effect. HOPKINS agrees that any other employment engaged in by him shall not interfere with the performance of his duties under this AGREEMENT. The term "employment" (and derivations of that term) shall include employment by another legal entity or self-employment. However, the term shall not be construed

to include occasional teaching, writing, or military reserve service performed on HOPKINS' time off, and with advance approval of the City Council.

(b) CITY hereby appoints and retains HOPKINS to serve as City Manager for the City of Huntington Beach and HOPKINS hereby accepts such appointment beginning on March 15, 2025, and continuing for four (4) years, commencing on March 15, 2025, and ending on March 14, 2029, unless extended or terminated as provided herein.

(c) This AGREEMENT in its entirety may be renegotiated at any time so long as CITY and HOPKINS desire and mutually agree to such terms in writing.

(d) The City Council shall conduct a performance evaluation of HOPKINS not less than twelve (12) months after commencement of HOPKINS' term of employment, and annually thereafter by no later than March 15 of each year during the Term of this AGREEMENT. The annual performance evaluation shall include goals set forth by the City Council. HOPKINS acknowledges and accepts that the City Council may schedule a meeting to discuss the performance of the City Manager at any time in accordance with the Brown Act. As a result of the performance evaluation at City Council's sole discretion, in part, the City Council may provide a salary increase and/or performance bonus, or take other action.

### **SECTION 3. TERMINATION**

(a) This AGREEMENT may be terminated by the City Council with or without Cause as provided herein. After giving notice to HOPKINS that this AGREEMENT is terminated for Cause, the CITY shall have no obligation to continue the employment of HOPKINS or to provide compensation or benefits, including severance. For purposes of termination, "Cause" is defined as willful breach of duty by HOPKINS in the course of employment or habitual neglect of duty by HOPKINS in the course of employment or continued Incapacity of HOPKINS to perform the duties of employment as City Manager. In addition, Cause is defined only as:

- i. HOPKINS entering a guilty plea or plea of *nolo contendere* to, or being convicted of, an offense which is a felony or crime of moral turpitude in the State of California.
- ii. HOPKINS' willful misconduct or gross negligence.
- iii. HOPKINS' act of material dishonesty with or theft from the CITY.
- iv. HOPKINS is determined by a court of competent jurisdiction or the State of California's Fair Political Practices Commission (FPPC) to have knowingly and unlawfully participated in a governmental decision in which he had a conflict of interest as defined in Government Code Section 87100 et seq. or Government Code Section 1090 et seq.
- v. Failure to follow a lawful directive of the City Council after written notice of said failure is provided to HOPKINS approved by four (4) or more affirmative votes of the Council's seven (7) members.
- vi. Continued abuse of drugs or alcohol that materially affects the performance of HOPKINS' duties.
- vii. Repeated and unexcused absences from the City Manager's Office and duties.

(b) This AGREEMENT may be terminated by the City Council Without Cause at any time. Should the City Council choose to terminate this agreement with HOPKINS with less than 6 months' notice, the City shall compensate HOPKINS with 6 months' salary and benefits. HOPKINS shall also be entitled to payout of any unused accrued general leave, but no payout for accrued executive leave.

(c) In the event the AGREEMENT is terminated by the City Council Without Cause, HOPKINS shall have the option to receive severance pay in either a lump sum or may continue to be paid on the normal payroll schedule until all severance pay has been provided.

(d) HOPKINS may voluntarily terminate this AGREEMENT any time upon sixty (60) days' written notice to the City Council and shall not be entitled to any severance pay or benefits

upon such voluntary termination. City Council may accept HOPKINS' resignation immediately, in which case HOPKINS will be compensated salary and benefits during the sixty (60) day period.

(e) In the event HOPKINS is unable to perform the duties and functions consistent with the Office of the City Manager due to serious illness, injury, impairment, or physical or mental condition for a period of three consecutive months, beyond HOPKINS' full use of any provided or earned leave, HOPKINS may be terminated due to Incapacity. Upon termination due to Incapacity, HOPKINS shall be entitled to six months' salary minus any disability insurance proceeds received by HOPKINS.

(f) No action by the City Council to terminate HOPKINS, other than for Cause, will be made within ninety (90) calendar days either before a City general municipal election or ninety (90) calendar days immediately following certification of a City general municipal election.

(g) With the exception set forth in Subsection (f) above, nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of HOPKINS at any time, at the sole discretion of the City Council, in accordance with the Huntington Beach City Charter, as the same may be amended from time to time, and in accord with the provisions contained herein.

(h) Communications in the Event of Termination. In the event the CITY terminates HOPKINS for any reason or no reason, the CITY and HOPKINS agree that no member of the City Council or CITY employees acting on behalf of the CITY shall make any written, oral, or electronic statement to any member of the public, the press, or any CITY employee concerning HOPKINS' termination except in the form of a joint statement, which is mutually agreeable to the CITY and HOPKINS. The joint statement shall not contain any text or statement that is disparaging to either Party. Either Party may verbally repeat the substance of the joint statement in response to any inquiry.

#### **SECTION 4. COMPENSATION**

HOPKINS shall receive, a base salary for his performance of the duties of City Manager, the sum of \$311,750 per year, effective the first day of the pay period following approval of this agreement, and payable in installment payments in the same manner and same times as the salaries of other members of the CITY's Executive Management are paid.

#### **SECTION 5. EMPLOYEE BENEFITS.**

(a) Except as otherwise provided herein, HOPKINS shall be granted the same package of benefits as is being provided to CITY's Executive Management employees, as outlined in the Non-Associated Resolution, on the effective date of this AGREEMENT. All future changes to the package of benefits provided to CITY's Executive Management employees shall apply to the level of benefits for HOPKINS unless the Parties otherwise agree. All such benefits, and the benefits described hereunder shall be deemed "fringe benefits" herein. This includes the CITY's continued participation and contributions of CITY obligations to the Public Employees Retirement System (PERS), group health, dental, and related insurance programs (family coverage) in accordance with the PERS contract with CITY. HOPKINS shall maintain enrollment in the CalPERS 2.5% at 55 retirement plan, and HOPKINS shall pay the employee contribution percentage provided for in the current salary resolution, as same may be amended from time to time in the future. At the date of this AGREEMENT, the HOPKINS' contribution percentage is eight percent (8%) of salary.

(b) Auto Allowance. In lieu of mileage reimbursement, CITY agrees to provide HOPKINS with an automobile allowance of \$230.77 bi-weekly; this allowance will continue to follow and be updated according to agreed-upon Non-Associated Resolution modifications for appointed positions. HOPKINS will primarily use HOPKINS' personal auto for CITY business and will use CITY vehicles on an exception basis only. This provision does not in any way restrict HOPKINS' use of his personal automobile for personal use.



(c) Leave.

- i. General Leave. HOPKINS shall accrue General Leave starting at the rate of a 15+ year employee of the CITY (as of the date of this AGREEMENT, this amount is 256 hours per year).
- ii. Executive Leave. HOPKINS shall be credited with an Executive Leave bank of one hundred (100) hours upon appointment. HOPKINS shall be credited with one hundred (100) hours Executive Leave per year automatically. Executive Leave is not intended to create a cash benefit. HOPKINS shall not take Executive Leave as cash/cash out at any time.
- iii. Other Leave Benefits. HOPKINS shall also be entitled to holidays, Leave Without Pay, and Bereavement Leave on the same basis as Executive Management employees of CITY are receiving. Any future change to the holiday or leave benefits provided to CITY's Executive Management employees shall apply to the level of holiday or leave benefits for HOPKINS unless the Parties otherwise agree.

(d) CITY shall bear the full cost of any fidelity or other bonds required of HOPKINS relating to his service as City Manager under any law or ordinance.

**SECTION 6. PROFESSIONAL LICENCES, MEMBERSHIPS AND SUBSCRIPTIONS**

(a) CITY agrees to budget and pay license fees, professional dues and subscriptions on behalf of HOPKINS which are reasonably necessary for HOPKINS' continued participation in national, regional, state, or local associations and organizations necessary and desirable for HOPKINS' continued professional participation, growth, and advancement or for the good of CITY including the International City/County Management Association (ICMA), the California City Management Foundation (CCMF), and State of California Civil Engineering License renewals. Furthermore, CITY shall budget and pay for the professional dues and subscriptions to such additional organizations as approved by the City Council.

(b) CITY agrees to budget and pay the travel and subsistence expenses of HOPKINS for official travel, meetings, and occasions reasonably adequate to continue the professional development of HOPKINS and reasonably pursued necessary official and other functions for CITY, such as the annual conference of the International City/County Management Association (ICMA), and other such national, regional, state, and local government groups and committees of which HOPKINS serves as a member, as approved by City Council.

(c) HOPKINS shall be subject to the CITY's Travel and Meeting Reimbursement Policy.

#### **SECTION 7. FINANCIAL DISCLOSURE**

(a) HOPKINS shall report to the CITY any ownership interest in real property within the County of Orange, excluding HOPKINS' personal residence. Also, HOPKINS shall report to the CITY any financial interest greater than Ten Thousand Dollars (\$10,000.00) in value in a firm doing work for the CITY or from which the CITY intends to make a purchase. Such reporting shall be made in writing by HOPKINS to the CITY within ten (10) calendar days of the execution of this AGREEMENT and, further, within ten (10) calendar days of the acquisition of that interest in real property. Additionally, HOPKINS shall report in writing to the CITY any financial interest greater than Ten Thousand Dollars (\$10,000.00) in value in a firm doing work with the CITY or from whom the CITY intends to make a purchase immediately upon notice of the intended work or purchase.

(b) HOPKINS shall complete and file all required Fair Political Practices Commission (FPPC) forms, including Form 700 Statement of Economic Interests.

#### **SECTION 8. INDEMNIFICATION**

Subject to the provisions of this AGREEMENT, CITY shall defend, save harmless, and indemnify HOPKINS 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 his duties as City Manager in accordance

with the provisions of California Government Code Section 825. Said indemnification shall extend beyond termination of employment to provide full and complete protection to HOPKINS by CITY for any acts undertaken or committed in his capacity as City Manager, 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.

**SECTION 9. CONFIDENTIALITY**

HOPKINS acknowledges that in the course of his employment with the CITY, HOPKINS will be given access to 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 HOPKINS that is not public information or would be exempt from public disclosure as confidential, protected, exempt, or privileged information. HOPKINS shall hold all Confidential Information in trust for the CITY's benefit and shall not disclose the Confidential Information to others without the expressed written consent of the CITY. All Confidential Information shall be promptly returned to the CITY immediately upon the effective date of any termination or resignation.

**SECTION 10. 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 mail, postage prepaid. Mailed notices shall be addressed to the Parties as follows:

If sent by HOPKINS to CITY:

City of Huntington Beach  
Human Resources Department  
2000 Main Street  
Huntington Beach, California 92648

If sent to HOPKINS by CITY:

To HOPKINS' address on file with the Human Resources Department

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.

#### **SECTION 11. ATTORNEY'S 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 not be entitled to recover attorney's fees and costs from the opposing Party.

#### **SECTION 12. REIMBURSEMENT TO CITY REQUIRED**

Notwithstanding the foregoing, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to HOPKINS by the CITY apply:

(a) Paid Leave. Pursuant to Government Code section 53243, in the event that HOPKINS is convicted of a crime involving the abuse of his office or position, as defined by Government Code section 53243.4, with the CITY, any paid leave or salary provided by the CITY for the time period in which the HOPKINS is under investigation for such crimes shall be fully reimbursed by HOPKINS to the CITY.

(b) Legal Defense. The City will not pay for any legal defense for allegations that HOPKINS committed a crime. However, pursuant to Government Code section 53243.1, in the event that HOPKINS is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, HOPKINS shall fully reimburse the CITY for any costs provided at CITY expense.

(c) Severance. Pursuant to Government Code section 53243.2, in the event that HOPKINS is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, HOPKINS shall fully reimburse the CITY for any cash settlement, including but not limited to severance pay, paid to HOPKINS related to his termination under this AGREEMENT.

### **SECTION 13. ENTIRE AGREEMENT**

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 CITY and HOPKINS.

### **SECTION 14. VALIDITY**

The validity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any of the other provisions of this AGREEMENT.

### **SECTION 15. AGREEMENT VOLUNTARY AND KNOWING**

HOPKINS agrees and acknowledges that he has had an opportunity to consult legal counsel in regard to this AGREEMENT, that he has read and understands this AGREEMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representation or promises other than those contained in this AGREEMENT. HOPKINS agrees that this AGREEMENT should be interpreted as if mutually prepared and without the same being construed for or against any Party.

### **SECTION 16. GOVERNING LAW**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

### **SECTION 17. 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.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Council, and HOPKINS has signed and executed this AGREEMENT, both in duplicate, the day and year first above written.


CITY MANAGER:

CITY OF HUNTINGTON BEACH:

\_\_\_\_\_  
Travis Hopkins

\_\_\_\_\_  
Mayor Pat Burns

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney