

## RETIRED ANNUITANT EMPLOYMENT AGREEMENT

THIS INTERIM CITY MANAGER EMPLOYMENT AGREEMENT-LIMITED TERM retired annuitant ("Agreement"), dated for purposes of identification only this \_\_\_\_\_ of June 2025 is made and entered into by and between THE CITY OF ORANGE, a municipal corporation, hereinafter referred to as "ORANGE," AND THOMAS C. KISELA, an individual hereinafter referred to as "KISELA".

### **WITNESSETH:**

WHEREAS, Government Code Section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a California Public Employees' Retirement System (CalPERS) retiree to vacant position without reinstatement from retirement if such appointment is necessary to fill a vacant executive position requiring specialized skills during a recruitment for a permanent appointment; and

WHEREAS, KISELA will be serving as Interim City Manager, a specialized vacant position that must be performed by an experienced trained individual; and

WHEREAS, the City Council of the City of Orange certifies that KISELA qualifies under the exceptions to the 180-day waiting period as he has met the conditions of Government Code Section 7522.56(f), subsections (1); and

WHEREAS, KISELA retired and through the City Council, ORANGE desires to employ the services of KISELA as Interim City Manager, temporarily, to carry out the duties and responsibilities of the position, while ORANGE concludes its recruitment; and

WHEREAS, ORANGE has initiated an active recruitment for a permanent City Manager and has appointed a permanent City Manager who will not commence employment until after KISELA's retirement date; and

WHEREAS, KISELA has served as a City Manager for almost 3 years, as a Police Chief for at least 5 years and enjoyed a 35-year law enforcement career, and ORANGE has determined the experience and specialized skills are critically needed to maintain the continued operation of the City Manager's office and the operation of ORANGE, without interruption; and

WHEREAS, KISELA represents that he has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DUTIES.**

ORANGE hereby employs KISELA as Interim City Manager to oversee ORANGE and perform all functions, duties, and services set forth in the current classification, Orange Municipal Code, rules and regulations, and to perform such other legally permissible duties and functions as the ORANGE City Council may from time-to-time assign. KISELA shall provide service at the direction and under the supervision of the City Council.

2. **ACCEPTANCE OF APPOINTMENT.**

KISELA hereby accepts the appointment to Interim City Manager, subject to all terms and conditions set forth in this Agreement. KISELA, as the Interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of the City Manager's Office. KISELA shall devote his full attention and effort to the position and perform the duties and functions of the position in a professional manner.

3. **STATUS AND TERM.**

A. **Status:** KISELA shall be an at-will employee of ORANGE and shall serve at the pleasure of the City Council. Nothing contained in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the employment of KISELA at any time. KISELA will not acquire a property interest in the position of Interim City Manager. Employee is a temporary employee employed to perform a specialized service in accordance with Government Code Section 21221(h).

B. **Term:** The term of this Agreement shall be temporary and commence July 12, 2025. This agreement shall expire as of the first following to occur: i) upon the employment of a permanent City Manager, ii) upon KISELA working 960 hours combined for any CalPERS agencies in a fiscal year, or iii) upon termination of the Agreement by either party as provided herein.

C. **Termination by ORANGE or KISELA:** ORANGE may terminate this Agreement at any time with or without cause and with or without notice. At the time of termination, KISELA shall not be entitled to any pay or benefits, except that which is owed for those hours already worked. Additionally, KISELA may terminate this Agreement at any time, with or without cause, provided, however he shall reasonably provide ORANGE with

at least two (2) weeks' advance written notice prior to the effective date of termination, if practicable, unless a shorter period is acceptable by the ORANGE.

D. No Severance Pay: Upon termination, KISELA shall not be entitled to severance pay, payment of any benefits, or any other form of compensation, and KISELA expressly waives any and all rights with respect to severance pay.

#### 4. COMPENSATION AND BENEFITS.

A. Rate of Pay: ORANGE agrees to pay KISELA and KISELA agrees to accept from ORANGE, as compensation for services rendered by KISELA pursuant to this Agreement, an hourly rate of \$150.90 per hour, according to the payroll schedule in place for ORANGE'S publicly approved pay schedule.

B. Recordation and Reporting of Hours Worked: ORANGE and KISELA will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for ORANGE to CalPERS as required. Additionally, KISELA shall keep ORANGE continually apprised of any hours worked by KISELA for other CalPERS Agencies during the term of this Agreement.

C. Expenses/Reimbursements: ORANGE agrees to pay and/or reimburse for job related expenses incurred in the performance of KISELA'S duties under this Agreement and as approved by the City Council, in accordance with City policies for all employees.

D. Health and Welfare Benefits: Pursuant to Government Code Section 21221(h) and related CalPERS regulations and policy statements, KISELA shall not receive from ORANGE any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation.

E. Vacation and Leave: KISELA shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

#### 5. INDEMNIFICATION.

A. ORANGE shall defend, hold harmless and indemnify KISELA against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of KISELA duties or resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities, unless 1) the act or omission of KISELA involved willful

misconduct and/or illegal activity, or 2) the legal action is brought by KISELA against ORANGE or by ORANGE against KISELA. KISELA may request and ORANGE shall not unreasonably refuse to provide KISELA independent legal representation at ORANGE's expense. Legal representation provided by ORANGE for KISELA shall continue until there is a final resolution of the legal action, including any appeals. ORANGE shall indemnify KISELA against any and all losses, damages, judgments, interest, settlements, fines, court costs, attorneys' fees, and other reasonable costs and expenses of legal proceedings, and any other liabilities incurred by, imposed upon, or suffered by KISELA in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of KISELA's duties, unless 1) such claims or actions arose out of the willful misconduct and/or illegal acts of KISELA, or 2) such claims or losses resulted from legal action brought by KISELA against ORANGE or by ORANGE against KISELA. Settlement of any claim must be made with prior approval of ORANGE in order for indemnification, as provided for in this Section, to be available.

B. ORANGE agrees to pay all reasonable litigation expenses of KISELA throughout the pendency of any litigation to which KISELA is a party, witness or advisor to ORANGE. Such expense payments shall continue beyond KISELA's employment with ORANGE as long as litigation is pending.

6. **NOTICES.**

A. Any notice required or permitted by this Agreement shall be in writing and may be emailed to an address provided KISELA. It shall further be personally served, or shall be sufficiently given and deemed served upon the other party if sent by United States Postal Service, postage prepaid, and addressed to the appropriate party as follows:

If to ORANGE:           City Attorney  
                                  c/o City Clerk  
                                  City of Orange  
                                  300 E. Chapman Ave.  
                                  Orange, CA 92866

If to KISELA:           Address on file with:  
                                  City of Orange  
                                  Human Resources Department  
                                  300 E. Chapman Ave.  
                                  Orange, CA 92866

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. Either party may change the location at which she or it receives notices

by providing written notice of the new address at which notices are to be received.

7. **GENERAL PROVISIONS.**

A. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written agreements which may have been entered into between the parties. No modification or revision of this Agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto. The City Council is authorized to enter into and execute any amendments or modifications to this Agreement approved as to form by the City Attorney and agreeable to KISELA.

B. Vehicle Operation: KISELA shall comply with ORANGE's policies regarding operation of a vehicle on official business.

C. This Agreement shall become effective July 12, 2025.

D. If any provision, or any portion thereof, in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall remain in full force and effect.

IN WITNESS WHEREOF, ORANGE and KISELA have each caused this Agreement to be duly executed by the persons whose signatures are subscribed below, each of whom is duly authorized to execute this Agreement.

*(Remainder of page intentionally left blank; signatures on next page)*

CITY OF ORANGE, a municipal corporation

ATTEST:

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\_\_\_\_\_  
Pamela Coleman, City Clerk

By: \_\_\_\_\_  
Thomas C. Kisela, Interim City Manager

By: \_\_\_\_\_  
Wayne W. Winthers, Interim City Attorney

By: \_\_\_\_\_  
Monica Espinoza, Human Resources Director

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