

**CITY OF ORANGE  
AGREEMENT FOR EMPLOYMENT  
OF CITY MANAGER**

**THIS AGREEMENT FOR EMPLOYMENT** (“Agreement”) is made and entered into effective March 14, 2023 (“Effective Date”), by and between the City of Orange, a municipal corporation (“City”) and Thomas C. Kisela, an individual. In consideration of the respective and mutual covenants hereinafter contained and made, and subject to all the terms and conditions hereof, the parties agree as follows:

1. The City Council of the City hereby appoints Thomas C. Kisela as the City Manager of the City (hereafter “City Manager”) for a period commencing on March 26, 2023, and expiring on March 26, 2025, unless otherwise extended or terminated as herein provided.

2. Thomas C. Kisela desires to perform the duties of City Manager for the City and hereby accepts such appointment under the terms and conditions set forth in this Agreement.

3. Compensation

a. Effective upon appointment as City Manager, the salary of City Manager is established at \$24,416.67 monthly and shall be paid in the same manner and at the same times as other monthly salaries in the City are paid. During the term of this Agreement, if any across-the-board salary increases are approved for Non-Safety Executive Management listed in Exhibit “A” to Resolution No. 11410 or as such Resolution may be superseded, then City Manager shall be entitled to the same percentage increase.

b. Annual written evaluations of City Manager’s performance by the City Council, if any, shall be shared and discussed with City Manager in closed session or individually per the City Council’s discretion.

4. Benefits

a. In addition to any benefits provided in this Agreement, City Manager shall receive those benefits and be governed by all applicable rules and regulations related to those benefits provided for Executive Management listed in Exhibit “A” to Resolution No. 11410 or as such Resolution may be superseded; provided that it is understood that City Manager shall pay the Miscellaneous

Member Contribution to CalPERS at the same level and in the same manner as Executive Management, as provided in Resolution No. 11410 or as such Resolution may be superseded.

b. City Manager shall receive use of a City vehicle for professional and personal purpose, without mileage restriction. City shall provide, at its own cost, insurance, maintenance and fuel expenses for the vehicle. City Manager shall maintain a current and valid Driver License.

c. Upon appointment with City, City Manager shall be provided with

- (1) 80 hours of vacation leave;
- (2) 40 hours of sick leave; and
- (3) 80 hours of Administrative Leave without proration; and
- (4) 22.5 hours of Floating Holiday leave without proration.

d. In recognition of City Manager's significant public sector experience, City Manager shall receive paid vacation accrual to be commensurate with an employee with 30 years of service and accrue at a rate of 264 vacation hours per year, in accordance with Exhibit "A," Section 19 A. of Resolution No. 11410 or as such Resolution may be superseded.

5. Modification to Sick Leave Payout.

a. With respect to City Manager, Section 21.D.8(e) of the Top Management Resolution contained in Resolution No. 11410 or as such Resolution may be superseded (Leaves of Absence – Sick Leave – Sick Leave Payout Program), shall be modified as follows:

Upon retirement from employment with the City and entering the CalPERS as a retired annuitant, City Manager shall receive pay for 75% of all unused sick leave hours. The cash value of this unused sick leave payout will be deposited into City Manager's Retirement Health Savings Plan account, as described in Section 24.C of Resolution No. 11410 or as such Resolution may be superseded.

b. With respect to City Manager, Section 24.C.3 of the Top Management Resolution contained in Resolution No. 11410 or as such Resolution may be superseded (Retirement – Retirement Health Savings Plan), shall be modified as follows:

The full cash value of City Manager's unused sick leave payout upon retirement from City service (i.e., 75% of all unused sick leave) and entering CalPERS as a retired annuitant.

6. Termination

a. Termination. City reserves the right to terminate this Agreement for any reason prior to March 26, 2025, by providing City Manager written notice of its election to terminate, including any statement of cause, and an opportunity for a hearing as set forth in Orange Municipal Code ("OMC") Section 2.16.070, as it may be amended. Notwithstanding any provision in OMC Section 2.16.070 to the contrary, a majority of the then-serving City Council is required to approve such termination. Such termination shall be effective as set forth in the notice of election to terminate, but in no event sooner than the time required for notice and any requested hearing.

b. Severance. Except as otherwise provided herein, in the event City Manager is terminated prior to March 26, 2025, City is obligated to pay City Manager full salary as set forth in Section 3.a of this Agreement or as it may be later amended, and value of elected health benefits, for three months after the date of termination. The total salary severance amount shall be payable no later than thirty (30) days following the date of termination, or as otherwise agreed by both parties. This severance amount shall only be payable provided that City Manager has executed a release, waiving any rights, claims, or any other actions arising out of termination of this Agreement in a form acceptable to the City Council.

c. Cause. Notwithstanding anything contained herein to the contrary, in the event City Manager is terminated for cause, City Manager shall forfeit any and all severance payments described in Section 6.b of this Agreement. In addition to other grounds, the following shall also be considered grounds for termination for cause:

(1) Performance of outside business interests that conflict directly with the activities and duties as City Manager, but not including educational or professional training programs conducted by City Manager whether for personal financial gain or not;

(2) Refusal to take or subscribe any oath or affirmation required by law;

(3) Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a conviction following a plea of nolo contendere is deemed a conviction).

7. City Manager shall notify the Mayor and City Council in writing of any unexpected absence from Orange County in excess of nine (9) regular business hours. City Manager shall provide a telephone number(s) where he can be reached during such absences. Said notice shall designate an Acting City Manager who shall be authorized to perform the duties and responsibilities of City Manager in his absence.

8. In the event City Manager voluntarily resigns his position with City before expiration of the Term of this Agreement or any extension thereof, he shall give the City Council thirty (30) days' written notice, unless the parties otherwise agree. In the event of voluntary resignation or expiration of this Agreement, City Manager is not entitled to the severance payment described in Section 6.b of this Agreement.

9. This Agreement may only be amended in writing, signed by both parties.

10. This Agreement contains the entire agreement of the parties and no promises or representations not included in this Agreement shall have any force or effect. Each party agrees that they have engaged in arms-length bargaining and have been provided the opportunity to have the Agreement reviewed by an attorney of their choice.

11. Neither party may assign the performance of this Agreement.

12. If any provision or portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect, and the City Council and City Manager shall be deemed to have intended to enter into this Agreement even absent such provision or portion hereof.

***[Remainder of page intentionally left blank; signatures on next page]***

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

**DATE OF EXECUTION:**

3/16/2023

**CITY OF ORANGE**, a municipal corporation,

DocuSigned by:  
*Daniel R. Slater*  
02D88B777A20417...  
Daniel R. Slater, Mayor

**ATTEST:**

DocuSigned by:  
*Pamela Coleman*  
DB2BEDCB8BEF43A...  
Pamela Coleman, City Clerk

**DATE OF EXECUTION:**

3/16/2023

**THOMAS C. KISELA**, an individual

DocuSigned by:  
*Thomas C. Kisele*  
61E36F498DD3485...

**APPROVED AS TO FORM:**

DocuSigned by:  
*Mary E. Binning*  
07BC182A26A1451  
Mary E. Binning  
City Attorney

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