



**CITY OF ORANGE  
AGREEMENT FOR EMPLOYMENT  
OF CITY ATTORNEY**

**THIS AGREEMENT FOR EMPLOYMENT** is made and entered into effective July 3, 2023 (“Effective Date”), by and between the City of Orange, a municipal corporation (“City”) and Michael J. Vigliotta, 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 Michael J. Vigliotta as the City Attorney of the City (hereafter “City Attorney”), with a term from the Effective Date through July 2, 2026 (“Term”), unless otherwise extended or terminated as provided herein.

2. Michael J. Vigliotta desires to perform the duties of City Attorney for the City and hereby accepts such appointment under the terms and conditions set forth in this Agreement.

3. Compensation

a. Upon the Effective Date of this Agreement, the salary of the City Attorney is Nineteen Thousand Five Hundred Eighty-Three and 34/100 Dollars (\$19,583.34) per month 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are approved for Executive Management listed in Appendix “A” to Resolution No. 11410 or as such Resolution may be superseded, then the City Attorney shall be entitled to the same increase.

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

4. Benefits

a. In addition to any benefits provided in this Agreement, the City Attorney 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benefits provided for Executive Management listed in Exhibit “A” to Resolution No. 11410 or as such Resolution may be superseded; provided that it is understood that the City Attorney shall continue to pay

Miscellaneous Member Contributions to the California Public Employees' Retirement System ("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level and in the same manner as Executive Management, as provided in Resolution No. 11410 or as such Resolution may be superseded.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. Upon appointment with City, City Attorney shall be provided with:

- (1) 80 hours of vacation leave;
- (2) 40 hours of sick leave;
- (3) 80 hours of Administrative Leave prorated; and
- (4) 22.5 hours of Floating Holiday leave prorated.

c. In recognition of City Attorney's significant prior public sector experience, City Attorney shall receive paid vacation accrual to be commensurate with an employee with 17 years of service and accrue at an initial rate of 212 vacation hours per year, in accordance with Exhibit "A," Section 19 A. of Resolution No. 11410 or as such Resolution may be superseded.

5. Termination.

a. Termination. The City reserves the right to terminate this Agreement for any reason prior to July 3, 2026, by providing the City Attorney 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 2.22.010, attached, as it may be amended. Notwithstanding any provision in OMC Section 2.22.010 to the contrary, a majority of the then-elected 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 the City Attorney is terminated prior to July 3, 2026, the City is obligated to pay the City Attorney full salary as set forth in Section 3 of this Agreement or as it may be later amended, and health benefits, for six 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 the City Attorney 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 the City Attorney is terminated for cause, the City Attorney 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 Attorney, but not including educational or professional training programs conducted by the City Attorney 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).

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

7. In the event the City Attorney voluntarily resigns his position with the 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, the City Attorney is not entitled to the severance payment described in Section 6.b of this Agreement.

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

9. 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.

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

11. 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 the City Attorney shall be deemed to have intended to enter into this Agreement even absent such provision or portion hereof.

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

**DATE OF EXECUTION:**

6/12/2023

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

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

**ATTEST:**

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

**DATE OF EXECUTION:**

5/24/2023

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**MICHAEL J. VIGLIOTTA**, an individual

DocuSigned by:  
*Mike Vigliotta*  
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**APPROVED AS TO FORM:**

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

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