

RESOLUTION NO. 11594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING THE EMPLOYMENT AGREEMENT OF A RETIRED ANNUITANT FOR THE POSITION OF INTERIM POLICE CHIEF, PURSUANT TO GOVERNMENT CODE SECTIONS 21221(h) AND 7522.56

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 a vacant position requiring specialized skills during recruitment for a permanent appointment and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Government Code Section 7522.56(f) provides exceptions to the 180-day wait period as long as the retired annuitant meets the specified conditions and the appointment has been approved by the governing body; and

WHEREAS, the City of Orange desires to expressly authorize the City Manager to appoint Daniel L. Adams as an interim appointment retired annuitant to the vacant position of Police Chief for the City of Orange under Government Code Section 21221(h) effective January 20, 2025, or upon approval by CalPERS, whichever occurs first; and

WHEREAS, the City Council, the City of Orange, and Daniel L. Adams certify that Daniel L. Adams has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Government Code Section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the 180-day wait period exception applies to Daniel L. Adams based on the provisions set forth in Government Code Sections 7522.56(f)(1) and 7522.56(f)(4); and

WHEREAS, the governing body has authorized the search for a permanent appointment on January 14, 2025; and

WHEREAS, this Government Code Section 21221(h) appointment shall only be made once and, therefore, will end by June 30, 2025, or upon hire of a permanent Police Chief; and

WHEREAS, the entire Employment Agreement between Daniel L. Adams and the City of Orange has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$135.71 per hour and the minimum base salary for this position is \$105.83 per hour; and

WHEREAS, the hourly rate paid to Daniel L. Adams will be \$135.71; and

WHEREAS, Daniel L. Adams has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate.

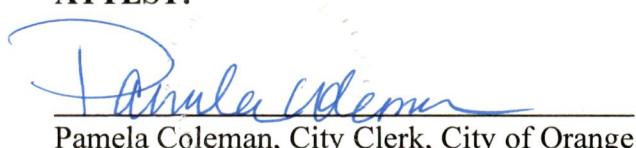
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby certifies the nature of the employment of Daniel L. Adams as described herein and detailed in the attached Employment Agreement and that this appointment is necessary to fill the critically needed position of Police Chief for the City of Orange by January 20, 2025, or upon approval by the CalPERS, whichever shall occur first, because the City of Orange needs a Police Chief to perform the functions and duties as the department head of a municipal police department, which includes planning, directing, and coordinating activities of the Orange Police Department and implementing policies and establishing procedures related to crime prevention, law enforcement, and related community services.

ADOPTED this 14th day of January 2025.



Daniel R. Slater
Daniel R. Slater, Mayor, City of Orange

ATTEST:



Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:



Mike Vigliotta, City Attorney, City of Orange

Attachment: Employment Agreement with Retired Annuitant Daniel L. Adams

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of January 2025, by the following vote:

AYES: COUNCILMEMBERS: Bilodeau, Barrios, Dumitru, Tavoularis, Gutierrez, Gyllenhammer, and Slater
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None

Pamela Coleman
Pamela Coleman, City Clerk, City of Orange

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

THIS INTERIM POLICE CHIEF EMPLOYMENT AGREEMENT-LIMITED TERM retired annuitant ("Agreement"), dated for purposes of identification only this 14th of January 2025 is made and entered into by and between THE CITY OF ORANGE, a municipal corporation, hereinafter referred to as "ORANGE," AND DANIEL L. ADAMS, an individual hereinafter referred to as "ADAMS"

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, ADAMS will be serving as Interim Police Chief, a public safety vacant position that must be performed by a public safety officer; and

WHEREAS, the City of Orange certifies that ADAMS 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 (4); and

WHEREAS, ADAMS retired and through the City Manager, ORANGE desires to employ the services of ADAMS as Interim Police Chief, temporarily, to carry out the duties and responsibilities of the position, while ORANGE conducts its recruitment; and

WHEREAS, ORANGE has initiated an active recruitment for a permanent Police Chief; and

WHEREAS, ADAMS has served as a Police Chief and in public safety for at least 3.5 years, with nearly a 35-year law enforcement career at the Orange Police Department, and ORANGE has determined the experience and specialized skills are critically needed to maintain adequate staffing to ensure the safety of the community and for emergency response and recovery are continued, without interruption; and

WHEREAS, ADAMS 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 ADAMS as Interim Police Chief to oversee the Police Department 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 Manager may from time-to-time assign. ADAMS shall provide service at the direction and under the supervision of the City Manager.

2. **ACCEPTANCE OF APPOINTMENT.**

ADAMS hereby accepts the appointment to Interim Police Chief, subject to all terms and conditions set forth in this Agreement. ADAMS, as the interim police chief, shall keep the City Manager fully apprised of all significant ongoing operations of the City's Police Department. ADAMS 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: ADAMS shall be an at-will employee of ORANGE and shall serve at the pleasure of the City Manager. Nothing contained in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of ADAMS at any time. ADAMS will not acquire a property interest in the position of Interim Police Chief. 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 January 20, 2025, or upon approval by CalPERS, whichever shall occur first. This agreement shall expire as of the first following to occur: i) upon the employment commencement date of a permanent Police Chief, ii) upon ADAMS working 960 hours combined for any CalPERS agencies in a fiscal year, iii) upon termination of the Agreement by either party as provided herein, or iv) 5:00 p.m. on June 30, 2025.

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

Additionally, ADAMS 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, ADAMS shall not be entitled to severance pay, payment of any benefits, or any other form of compensation, and ADAMS expressly waives any and all rights with respect to severance pay.

4. **COMPENSATION AND BENEFITS.**

A. Rate of Pay: ORANGE agrees to pay ADAMS and ADAMS agrees to accept from ORANGE, as compensation for services rendered by ADAMS pursuant to this Agreement, an hourly rate of \$135.71 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 ADAMS 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, ADAMS shall keep ORANGE continually apprised of any hours worked by ADAMS 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 ADAMS' duties under this Agreement and as approved by the City Manager, 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, ADAMS shall not receive from ORANGE any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation.

E. Vacation and Leave: ADAMS 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 ADAMS 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 ADAMS 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 ADAMS involved willful misconduct and/or illegal activity, or 2) the legal action is brought by ADAMS against ORANGE or by ORANGE against ADAMS. ADAMS may request and ORANGE shall not unreasonably refuse to provide ADAMS independent legal representation at ORANGE's expense. Legal representation provided by ORANGE for ADAMS shall continue until there is a final resolution of the legal action, including any appeals. ORANGE shall indemnify ADAMS 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 ADAMS 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 ADAMS' duties, unless 1) such claims or actions arose out of the willful misconduct and/or illegal acts of ADAMS, or 2) such claims or losses resulted from legal action brought by ADAMS against ORANGE or by ORANGE against ADAMS. 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 ADAMS throughout the pendency of any litigation to which ADAMS is a party, witness or advisor to ORANGE. Such expense payments shall continue beyond ADAMS' 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 ADAMS. 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 Manager
c/o City Clerk
City of Orange
300 E. Chapman Ave.
Orange, CA 92866

If to ADAMS: 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 Manager 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 ADAMS.

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

C. This Agreement shall become effective January 20, 2025, or upon approval by CalPERS, whichever shall occur first.

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 ADAMS 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



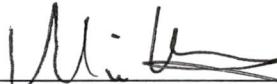
Pamela Coleman, City Clerk

By:



Thomas C. Kisela, City Manager

By:



Mike Vigliotta, City Attorney

By:



Daniel L. Adams, Interim Chief of Police

By:



Monica Espinoza, Human Resources Director

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