

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, RATIFYING AN EMPLOYMENT AGREEMENT RETAINING KINGSLEY OKEREKE AS INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES

WHEREAS, Government Code Sections 7522.56 and 21221(h) of the Public Employees' Retirement Law permit the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment and provide 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.

WHEREAS, the City of Fullerton desires to appoint Kingsley Okereke as an interim appointment retired annuitant to the vacant position of Director of Administrative Services for the City of Fullerton under Government Code Sections 7522.56 and 21221(h), effective March 10, 2025.

WHEREAS, the Director of Administrative Services is the top executive level position in the Administrative Services Department and critical to the day-to-day operations as well as long term planning for the City's Administrative Services Department.

WHEREAS, the City of Fullerton and Kingsley Okereke certify that Kingsley Okereke meets the requirements of Government Code Section 7522.56 for persons receiving a pension benefit from a public retirement system.

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

WHEREAS, the City has begun a recruitment process for a Director of Administrative Services but expects to take several months to complete.

WHEREAS, Kingsley Okereke has expressed a desire to serve as an Interim Director of Administrative Services during the recruitment period.

WHEREAS, Kingsley Okereke has the specialized skills to plan, direct, manage and oversee the functions, programs and operations of the Administrative Services Department given his training and background as a Director of Finance/Assistant City Manager, as well as several high-level finance positions and consulting assignments with multiple government organizations.

WHEREAS, the City cannot compensate retirees 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FULLERTON RESOLVES
AS FOLLOWS:

1. The City Council of the City of Fullerton ratifies the attached City of Fullerton Employment Agreement retaining Kingsley Okereke as Interim Director of Administrative Services.

ADOPTED BY THE FULLERTON CITY COUNCIL ON MARCH 4, 2025

Fred Jung
Mayor

ATTEST:

Lucinda Williams, MMC
City Clerk

Date

Attachments:

- Attachment 1 - Okereke Employment Agreement

CITY OF FULLERTON
AGREEMENT RETAINING KINGSLEY OKEREKE
AS INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES

THIS INTERIM EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the City of Fullerton, a California municipal corporation, (the "City") and Kingsley Okereke, an individual, (hereinafter referred to as "Okereke") to be effective the 10th day of March 2025 ("Effective Date"). The City and Okereke are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

A. The City desires to retain and appoint on an interim basis Okereke as the Interim Director of Administrative Services of the City pending the City's selection of a permanent Director of Administrative Services following completion of the ongoing recruitment process.

B. Okereke, a retired CalPERS annuitant, desires to serve as the duly appointed Interim Director of Administrative Services of the City pending the City's selection of a permanent Director of Administrative Services following completion of the ongoing recruitment, and Okereke understands that he shall hold office at the pleasure of the City Manager. Okereke has approximately 35 years of experience in both the public and private sectors, including service as Finance Director/Assistant City Manager for the City of Garden Grove, and financial management positions with the San Francisco Public Utilities Commission, the City of Santa Clara, the City of San Jose, and Santa Clara County. Okereke has the knowledge and experience required to serve as the Interim Director of Administrative Services pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1.0 Appointment

1.1 The City hereby retains and appoints Kingsley Okereke as Interim Director of Administrative Services of the City, and Okereke hereby accepts such employment and appointment with the City to perform the functions and duties of the Interim Director of Administrative Services as set forth in the Class Specification for Director of Administrative Services, and to perform other permissible and proper duties and functions consistent with the position of the Director of Administrative Services as the City Manager may from time to time assign. This interim appointment is subject at all times to the terms and conditions of this Agreement. However, the appointment shall not exceed Okereke working more than 960 hours in a fiscal year (July 1 – June 30).

1.2 Okereke hereby agrees to perform fully and faithfully the functions and duties of the Director of Administrative Services, as the duly appointed Interim Director of Administrative Services, as specified above and in accordance with the

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terms and conditions set forth herein.

2.0 Term of Agreement

The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect for a period of up to 12 months, unless sooner terminated with or without cause or notice by the City Manager, or by Okereke with fourteen (14) calendar days' advanced written notice to the City Manager provided in accordance with Section 10.2 of this Agreement. It is understood by the parties that this Agreement shall be terminated upon the appointment of a permanent Director of Administrative Services.

3.0 Compensation

3.1 Okereke shall maintain time records in the City's timekeeping system for the services rendered pursuant to this Agreement.

3.2 Okereke will receive compensation at the rate of \$104.51 per hour for all hours worked pursuant to this Agreement, minus any applicable payroll taxes required by state and federal law, payable in accordance with the City's established protocols and procedures used for City employees. Okereke shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3.3 Subject to Section 4.0, Okereke is entitled to receive compensation for hours worked, which includes all time spent on City related business, regardless of when or where performed and includes travel to and from business related meetings. Okereke may not invoice the City for travel to and from home to the City, or work unrelated to his work for the City, whether personal or professional, even if performed while at the City and during regular business hours of the City.

3.4 Okereke shall not be entitled to receive any benefits of employment provided to City's regular full-time or management employees, including, but not limited to, group health or medical benefits, life insurance, and vacation and other leave accruals. Okereke specifically acknowledges that his employment by the City under this Agreement is intended to be temporary and of limited duration, and that he will not be entitled to be a member of or accrue benefits under the California Public Employees Retirement System (CalPERS).

4.0 Hours of Work

The parties hereby expressly understand and agree that Okereke's hours will not exceed 960 hours in a fiscal year in accordance with California Government Code sections 7522.56 and 21221(h). Okereke shall be responsible for ensuring that he

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does not exceed the 960 hour per fiscal year limit. The City shall regularly audit Okereke's hours to ensure compliance with Government Code sections 7522.56 and 21221(h). Okereke is expected to work approximately 30 – 40 hours per week, including attendance at City Council meetings as needed.

5.0 General Expenses

Okereke is not entitled to receive reimbursement for general expenses incurred, nor shall he be expected to incur such expenses, in the performance of his duties pursuant to this Agreement. Notwithstanding the foregoing, if Okereke incurs an extraordinary expense related to the performance of his obligations pursuant to this Agreement and wishes to seek reimbursement from the City for such expense incurred, he shall do so by submitting a request for reimbursement to the Director of Human Resources for approval. Any such request must be accompanied by a brief description of the expense and copies of receipts substantiating the expense.

6.0 Indemnification

City shall defend, hold harmless and indemnify Okereke against any tort, professional liability claim or demand or other legal action arising out of any alleged act or omission occurring within the scope of his employment as the Interim Director of Administrative Services in accordance with the provisions of California Government Code section 825. At its sole discretion, City may compromise, settle, assign legal counsel, determine litigation strategy, or pay judgment rendered in any such claim or suit.

Okereke shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.

Okereke acknowledges and agrees that City's agreement to defend, hold harmless and indemnify Okereke does not constitute an agreement to pay any punitive damages awarded against Okereke in any such liability claim, demand or legal action. In that regard, Okereke acknowledges and agrees that per subdivision (b) of Government Code section 825, City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

7.0 Other Terms and Conditions

The City Manager, in consultation with Okereke, shall fix any such other terms and conditions, as it may determine from time to time, relating to the performance of Okereke, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other applicable law.

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8.0 Compliance with Law

Okereke shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties and obligations that are the subject of this Agreement.

9.0 Governing Law and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Orange County Superior Court.

10.0 General Provisions

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees. To the extent that other oral or written agreements exist or City Personnel Rules may apply to the relationship between City and Interim Director of Administrative Services, this Agreement supersedes all others.

10.2 Any notices required by this Agreement shall be either given in person or mailed by first class mail with the postage prepaid and addressed as follows:

IF TO CITY:	303 W. Commonwealth Ave. Fullerton, CA 92832 Attention: Human Resources Director
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IF TO INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES	Kingsley Okereke (Address on file with HR Department)
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10.3 If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected and shall remain in full force and effect.

10.4 The provisions of this Agreement are subject to CalPERS rules and regulations regarding the employment of CalPERS retirees. Any provision, or any portion thereof, determined by CalPERS to be inconsistent with such rules and regulations shall be deemed struck from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement.

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10.5 Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

10.6 City shall bear the full cost of any fidelity or other bonds, or insurance policies in lieu thereof, required of the Interim Director of Administrative Services under any law or ordinance.

10.7 The foregoing recitals are true and correct and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF FULLERTON

Eric Levitt, City Manager

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

KINGSLEY OKEREKE