



City of Gilroy

STAFF REPORT

Agenda Item Title: Consent the Appointment of Brad Kilger (CalPERS Retired Annuitant) as the Interim City Administrator and Adoption of a Resolution Approving the Appointment and Employment Agreement

Meeting Date: July 28, 2025

From: Mayor Greg Bozzo

Department: Administrative Services

Submitted by: Greg Bozzo, Mayor

Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

- a) Appoint Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator.
- b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator pursuant to Government Code Section 21221(h) and authorizing the Mayor to execute the employment agreement.

EXECUTIVE SUMMARY

To ensure continuity in the leadership and management of the City of Gilroy, it is recommended that the City Council appoint Brad Kilger (CalPERS retired annuitant) as Interim City Administrator effective July 29, 2025, and approve the resolution of appointment and authorize the Mayor to execute the employment agreement.

BACKGROUND

Due to the upcoming retirement (last day of work July 31, 2025) of City Administrator Jimmy Forbis, the City is in the process of working through the steps to fill the City Administrator position. However, this process will not be completed for several months.

Therefore, the city has a need for an Interim City Administrator during this time period. Retired City Administrator/Manager Brad Kilger is available to serve in this leadership position.

Mr. Kilger is a California Public Employees' Retirement System (CalPERS) retired annuitant, having retired effective February 2, 2019. He has the education, skills, and experience to hit the ground running and serve as Interim City Administrator.

Mr. Kilger has over thirty-five years of executive/senior-level municipal work experience, which includes eighteen years of City Manager/Administrator experience. He served as the City Manager/Town Manager of Martinez, Benicia, Ceres, and Yucca Valley. He has been a Director in the Community Development/Economic Development field for the towns of Yucca Valley and Apple Valley and the cities of Murrieta and San Bernardino. He has also completed several Interim City Manager assignments for the cities of Gustine, Calistoga, Los Altos, and South Lake Tahoe. In addition, he is a Senior Advisor with the International City-County Management Association (ICMA). Mr. Kilger holds a Bachelor of Science in Environmental Sciences and Urban Studies from the University of California, Riverside, and a Master of Business Administration with a concentration in Management from California State University, San Bernardino. He also holds a certificate in Economic Development from California State University, Bakersfield.

California Government Code Section 21221(h) allows an agency to hire a retired annuitant to serve in an "interim" position when there is an immediate need for expertise and specialized skills and recruitment is underway for the position. The city has begun the recruitment process and has requested proposals from search firms to assist with the nationwide search for Gilroy's next City Administrator. Further, the retired annuitant may not work more than 960 hours in a fiscal year and cannot receive any compensation other than the hourly rate of pay for the work performed by other employees performing comparable duties.

In the Interim City Administrator role and as an officer of the city, Brad Kilger agrees to perform the following duties related to the City of Gilroy:

City of Gilroy Charter

The City Administrator shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, the City Administrator shall have power and be required to:

- (a) Take a continuing interest in the effectiveness and economy of all administrative arrangements throughout the City;
- (b) Insure that administrative activities with which two (2) or more departments are concerned are effectively coordinated;
- (c) Appoint, suspend, discipline and/or remove, subject to the provisions of this Charter, all officers and employees of the City except that department heads shall be appointed

and removed with the consent of the Council. This sub-section shall not apply to those department heads and officers whose appointment is vested by this Charter in the Council. The City Administrator may authorize the head of any department or office to appoint or remove subordinates in such office;

- (d) Prepare the budget annually, submit it to the Council, and be responsible for its administration after its adoption;
- (e) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year;
- (f) Make and execute, on behalf of the City, contracts involving Council-appropriated expenditures, and bids or proposals approved by the Council;
- (g) Establish a purchasing system to meet the needs of all City offices, departments and agencies;
- (h) Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable;
- (i) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances of the City are enforced;
- (j) Submit periodic reports to the Council covering significant activities of City agencies, offices and departments under his supervision and significant changes in administrative rules and procedures promulgated by the City Administrator;
- (k) Submit special reports in writing to the Council in answer to any requests for information when requested of him by the Council; and
- (l) Perform such other duties consistent with this Charter as may be required of him by the Council. (Charter Amendment November 4, 1997)

The City Administrator shall be accorded a seat at the Council table and at all meetings of boards and commissions and shall be entitled to participate in their deliberations but shall not have a vote. He shall attend all regular and special meetings of the Council unless physically unable to do so or unless he has received prior approval for such absence from the Council.

City Administrator Job Description

- Attend-meetings of the City Council to advise members on established policy and advise the City Council on matters of administrative practices, City operations, policies and problems.
- Report to Council on various topics and make recommendations concerning the adoption of measures and ordinances.
- Receive various assignments from the Council.
- Prepare an Annual Financial Plan and Capital Improvement Budget and submit it to the City Council for their review and adoption.
- Exercise continuous budgetary controls to ensure proper expenditures of authorized funds.
- Study systems and procedures and propose improvements and simplifications.
- Conduct continuous research in administrative practices and recommend to the City Council those practices which will produce greater efficiency and economy in city government.

- Represent the City Council and the City in relationships with other governmental agencies, and the general public.
- Coordinate interdepartmental and inter-jurisdictional projects and activities.
- Execute contracts on behalf of the City Council.
- Organize City Departments into effective, productive units.
- Plan for future City activities/projects with all departments.
- Appoint, suspend, discipline and/or remove all officers and employees as set forth in the City Charter; administer all the City's personnel rules and regulations.
- Act as Director of Emergency Services.
- Negotiate and lead initial planning of major civic or community improvement projects.
- Serve as the Authority Manager of SCRWA (South County Regional Wastewater Authority).
- Stay current and proactively respond to pending legislation which has the potential to impact the City budget or other operations.
- Perform such special assignments as the City Council may direct.

As the Interim City Administrator, Brad Kilger will report directly to the City Council and shall comply with all City rules, policies, guidelines, regulations, and laws. Mr. Kilger will be paid \$151.56 per hour with no other benefits or incentives.

ALTERNATIVES

The alternative would be not to approve the interim appointment. The city would then need to alternatively identify someone else to serve in this role or leave the position vacant. These alternatives are not recommended.

FISCAL IMPACT/FUNDING SOURCE

This interim appointment provides a cost savings to the city as only the hourly rate for the position is paid to the retired annuitant and not any benefits. It is estimated that this interim appointment will save the city approximately \$9,250 per month when filled on a full-time basis. Over a four-six-month period, the savings will total approximately \$37,000 - \$55,500.

NEXT STEPS

Upon Council approval, the Mayor will sign the employment agreement. In addition, the City Council and staff will continue to complete the recruitment process until an ongoing appointment is made.

Attachments:

1. Council Resolution for Interim City Administrator Appointment (Brad Kilger) 21221h 7.28.25
2. Employment Agreement Exhibit A Brad Kilger 7.28.25

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR TO LEAD AND MANAGE THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant 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, Brad Kilger retired from California Public Employees' Retirement System employment on February 2, 2019; and

WHEREAS, Brad Kilger has over thirty-five years of municipal experience as a City Administrator/Manager and/or Senior Executive level positions and most previously served as the Martinez City Manager from 2016 - 2019; and

WHEREAS, the position of City Administrator will become vacant on August 1, 2025 following the retirement of Jimmy Forbis; and

WHEREAS, the Gilroy City Council desires to appoint retired annuitant Brad Kilger to lead and manage the City in the position of Interim City Administrator for the City of Gilroy under Government Code Section 21221(h), effective July 29, 2025; and

WHEREAS, Brad Kilger has extensive experience leading and managing a full-service municipal organization and experience with all administrative aspects of leading and managing a California city; and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the City has initiated steps to begin the recruitment process for the vacant position; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the ongoing regular replacement for the vacant position of City Administrator for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Brad Kilger; and

WHEREAS, the entire employment agreement between Brad Kilger and the City of Gilroy has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR FOR THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

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WHEREAS, the current base monthly salary for this position is \$26,270.83 and the hourly equivalent is \$151.56; and

WHEREAS, the hourly rate to be paid to Brad Kilger will be \$151.56; and

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

NOW, THEREFORE, the City Council of the City of Gilroy hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of Brad Kilger as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Interim City Administrator for the City of Gilroy to provide the specialized skills necessary to lead and manage the City organization.
3. The City Council hereby authorizes the appointment of Brad Kilger to Interim City Administrator effective July 29, 2025, pursuant to the authority provided under Government Code Sections 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of City Administrator for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Brad Kilger.
4. The employment agreement with Brad Kilger, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council, effective July 29, 2025.
5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Council and City Attorney.

PASSED AND ADOPTED this 28th day of July, 2025 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS
INTERIM CITY ADMINISTRATOR FOR THE CITY OF GILROY AND APPROVING EMPLOYMENT
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APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, July 28, 2025** with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

Kim Mancera

City Clerk of the City of Gilroy

(Seal)

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Gilroy, a municipal corporation of the State of California (“City”) and Brad Kilger, an individual (“Retired Annuitant”) effective July 29, 2025 (“Effective Date”).

RECITALS

A. Retired Annuitant previously was employed by the City of Martinez, a California Public Employees’ Retirement System (CalPERS) employer, having previously served as the Martinez City Manager from 2016-2029; and

B. Retired Annuitant retired from public service effective February 2, 2019 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. The City will have a vacancy in the position of City Administrator beginning August 1, 2025, a regular position for which the City has already commenced steps to recruit a permanent appointment beginning in July 2025; and

D. The City has an immediate need for an employee to temporarily perform the position of Interim City Administrator, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the City; and

E. Retired Annuitant has the necessary qualifications, experience, and abilities to assist City in the duties of leadership and management of the City; and

F. Retired Annuitant’s employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and

G. City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement; and

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from July 29, 2025 until such time as a regular ongoing replacement for the position of City Administrator has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the city, agrees to perform the following duties related to the City of Gilroy:

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- (c) Appoint, suspend, discipline and/or remove, subject to the provisions of this Charter, all officers and employees of the City except that department heads shall be appointed and removed with the consent of the Council. This sub-section shall not apply to those department heads and officers whose appointment is vested by this Charter in the Council. The City Administrator may authorize the head of any department or office to appoint or remove subordinates in such office;
- (d) Prepare the budget annually, submit it to the Council, and be responsible for its administration after its adoption;
- (e) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year;
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- (h) Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable;
- (i) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances of the City are enforced;
- (j) Submit periodic reports to the Council covering significant activities of City agencies, offices and departments under his supervision and significant changes in administrative rules and procedures promulgated by the City Administrator;
- (k) Submit special reports in writing to the Council in answer to any requests for information when requested of him by the Council; and
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- Serve as the Authority Manager of SCRWA (South County Regional Wastewater Authority).
- Stay current and proactively respond to pending legislation which has the potential to impact the City budget or other operations.
- Perform such special assignments as the City Council may direct.

Retired Annuitant will report directly to the City Council. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at \$151.56 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Council, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may

vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary locations for services will be at the following addresses:

Gilroy City Hall, 7351 Rosanna Street, Gilroy, California 95020

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

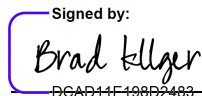
c. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duly affixed their signatures on this __ day of _____, 2025.

Employer: City of Gilroy

Greg Bozzo, Mayor

Retired Annuitant:

Signed by:
 7/25/2025
BCAD11E198D2483...
Brad Kilger

Approved as to Form:

Andrew L. Faber, City Attorney

Attest:

Kim Mancera, City Clerk