

RESOLUTION NO. 2025-09-3597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN A. MIRANDA

WHEREAS, Julian A. Miranda ("Employee") commenced services as the City Manager of the City effective February 14, 2022 pursuant to the City of Irwindale City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, on August 28, 2024, the City Council and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, the City Council now desires to approve the Second Amendment to the Agreement, a copy of which is attached hereto, in order to: i) provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025; ii) provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025; iii) extend the term of the Agreement until February 15, 2026; iv) revise language pertaining to Employee's retiree medical benefit to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011; v) revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011; and vi) provide that Employee will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

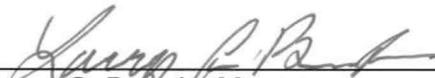
SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Second Amendment to the City Manager Employment Agreement between the City of Irwindale and Julian A. Miranda, a copy of which is attached hereto, is hereby approved.

SECTION 3. The Mayor is authorized to execute the Second Amendment to the City Manager Employment Agreement on behalf of the City subject to City Attorney approval as to form.

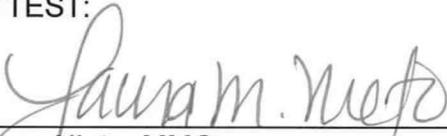
SECTION 4. This Resolution shall immediately take effect upon passage.

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.



Larry G. Burrola, Mayor

ATTEST:

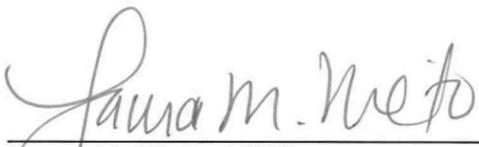


Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-09-3597 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of January 2025, by the following vote:

- AYES: Councilmembers: Ambriz, Garcia, Ortiz, Mayor Burrola
- NOES: Councilmembers: None
- ABSENT: Councilmembers: Breceda
- ABSTAIN: Councilmembers: None



Laura M. Nieto, MMC
Chief Deputy City Clerk

**SECOND AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT**

This SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Second Amendment") is made and entered into January 8, 2025, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and JULIAN A. MIRANDA, an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement ("Agreement") between Employee and the City (collectively "Parties"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council[;]" and

WHEREAS, pursuant to Resolution No. 2023-22-3400 adopted by the City's City Council on March 8, 2023, the City provided Employee a five percent (5%) base salary increase pursuant to Section 2.2 of the Agreement, moving Employee from city manager salary Step C to Step D; and

WHEREAS, on August 28, 2024, the City and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, the Parties now desire to further amend the Agreement to: i) provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025; ii) provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025; iii) extend the term of the Agreement until February 15, 2026; iv) revise language pertaining to Employee's retiree medical benefit to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011; v) revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011; and vi) provide that Employee will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement shall be amended to read, in its entirety, as follows :

“2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s base annual compensation is currently Two Hundred and Fifty Three Thousand Five Hundred and Twenty Three Dollars and No Cents (\$253,523.00) annually (“Salary”) (equivalent to salary range 88, Step D), which shall continue to be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

Effective February 14, 2025 Employee’s base annual Salary shall be increased to the Step E salary range for the position of city manager, such that his new base annual Salary effective as of that date shall be Two Hundred and Sixty Six Thousand One Hundred Ninety Nine Dollars and No Cents (\$266,199.00).

Effective the first full payroll period on or after July 1, 2025, Employee’s base annual Salary shall be increased by four percent (4%) as a cost of living adjustment such that his Salary as of that date shall be Two Hundred and Seventy Six Thousand Eight Hundred and Forty Six Dollars and No Cents (\$276,846.00). (This cost of living Salary adjustment is equivalent to that to be given to Irwindale Management Employees Association (“IMEA”) represented employees as of July 1, 2025, pursuant to the Memorandum of Understanding By and Between the City of Irwindale and [IMEA] July 1, 2024 – June 30, 2027.)”

SECTION 3. Section 3.2 of the Agreement shall be amended to read, in its entirety, as follows:

“3.2 Term. The term of this Agreement commenced as of the Effective Date and will be until February 15, 2026 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.”

SECTION 4. Section 6.5 of the Agreement shall be amended to read, in its entirety, as follows:

“6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), as well as coverage

for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be eligible for retiree medical consistent with that provided to Unclassified Management Employees based on hire date as determined by CalPERS and subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution, as follows:

- i) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be prior to January 1, 2011, then Employee shall be provided retiree medical benefits consistent with that provided to Unclassified Management Employees hired before January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. The City currently pays one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as the employee remains eligible for CalPERS medical coverage.
- ii) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be on or after January 1, 2011, then Employee shall be provided retiree medical for Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. Such retiree medical benefit will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479, which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%)

contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars (\$5,000) for dependent care expenses and Two Thousand Six Hundred Dollars (\$2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

SECTION 5. Section 6.6 of the Agreement shall be amended to read, in its entirety, as follows:

“6.6 PERS. Based on information provided to the City by CalPERS, Employee is believed to be a tier 1 “classic” member of CalPERS participating in the City's 2% at 55 formula for miscellaneous employees hired before January 1, 2011 (for CalPERS retirement formula purposes). Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee.

Effective the first full payroll period on or after July 1, 2025, Employee shall contribute an additional one percent (1.0%) of compensation earnable as cost sharing toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a CalPERS contract amendment as authorized by California Government Code Section 20516(f). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by Employee and will increase Employee's contribution to a total of eight percent (8%) total.

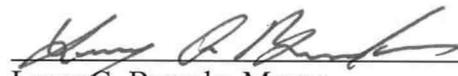
Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.”

SECTION 6. Except as expressly amended by this Second Amendment and the First Amendment, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment and the First Amendment to the Agreement.

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Second Amendment to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Second Amendment, all in triplicate.

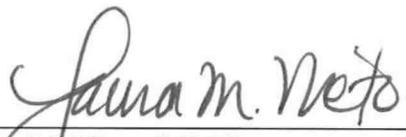
[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE



Larry G. Burrola, Mayor

ATTEST:



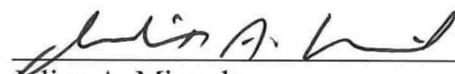
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:



Adrian R. Guerra, City Attorney

EMPLOYEE



Julian A. Miranda