City Council Meeting
06-08-26
Item 1.B.9.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Christopher Smith, Assistant City Manager
Alicia Freeman, Human Resources Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: May 29, 2026 Meeting date: June 8, 2026

Subject: Retired Annuitant Extra-Help Agreement for Stephanie Manglaras

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RECOMMENDED ACTION: 1) At the recommendation of the City Manager, approve the appointment of Stephanie Manglaras pursuant to Government Code Section 21224; and 2) Authorize the City Manager to execute the retired annuitant extra-help agreement with Ms. Manglaras.

FISCAL IMPACT: No additional appropriation is required. Funding for the position is included in the Adopted Budget for FY 2025-26 and FY 2026-27 in Account No. 100-3008-4101 (Salaries and Benefits).

STRATEGIC PRIORITY: This item supports the City's 2025-2028 Strategic Plan goals.

DISCUSSION: This position will be providing specialized financial support to the Public Works Department, bringing a higher level of expertise to assist with complex financial functions that go beyond the scope of general administrative support. The role offers a distinct skill set that enhances the department's overall financial capacity. Duties may include providing technical guidance on financial processes, assisting with capital budget planning, CIP reporting, and other specialized financial functions that require advanced knowledge and experience in public sector finance. Ms. Stephanie Manglaras served as the Assistant City Treasurer for the City of Santa Monica until her retirement. Following retirement, she has served as a Retired Annuitant with the City of Culver City, acting as an advisor on expanding the capital budget process, developing a five-year CIP plan, supporting management in financially planning and communicating the true cost of capital projects, and redesigning the CIP Capital Budget Book and transparency site.

The attached Employment Agreement includes provisions for salary, and other terms and conditions under the extra help retired annuitant rules pursuant to Gov. Code section 21224 The Agreement, if approved, becomes effective June 15, 2026, and would terminate on the earlier of the following to occur:

(i) Upon the completion of 960 hours worked by Ms. Manglaras, or (ii) the date that this appointment is terminated by the City or Ms. Manglaras.

Ms. Manglaras will work approximately 20 hours per week for FY 2025-26 and FY 2026-27.

Staff recommends the City Council to approve the agreement for Retired Annuitant as outlined above and authorize the City Manager to sign the agreement on behalf of the City.

ATTACHMENTS:

1. Employment Agreement with Stephanie Manglaras

City of Malibu

23825 Stuart Ranch Road Malibu California 90265-4861
Tel: (310) 456-2489 Fax: (949) 755-0024 www.malibucity.org

May 29, 2026

Stephanie Manglaras

Re: CalPERS Retiree Conditional Limited-Term Appointment Agreement

Dear Stephanie:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the City of Malibu ("City") in an extra-help capacity under the provisions of Government Code Sections 21224.

This agreement is made because the City has determined that your specialized skills in financial management are needed to ensure that critical fiscal needs are met.

Your supervisor during the term of this agreement will be Christopher Smith, Assistant City Manager.

The terms of this agreement include:

- The term of your appointment will be effective June 15, 2026, and would terminate upon the completion of 960 hours worked or the date that this appointment is terminated by the City or you.
- Rate of pay for this temporary appointment will be $85.65873 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 21224. Specifically, an appointment under Sections 21224 is permissible if all of the following requirements are met:

(1) The appointment must be to a temporary position.
(2) The appointment is of limited duration.
(3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.
(4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours, unless an exception applies.

(5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333.
(6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.
(7) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.
(8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
(9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

The City, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

(1) The appointment will be to a temporary position.
(2) The appointment is of limited duration because it is anticipated to last one year.
(3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.
(4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).
(5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on the City's publicly available pay schedule.
(6) Your compensation consists of the hourly rate only; no further benefits will be provided.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

By accepting this appointment, you are also confirming that you are not subject to the 180-day waiting period described in (7) because you retired more than 180 days from the effective date of this Agreement. You are also confirming that the bona fide separation rule described in (9) above does not apply because at least 60 days have passed since your retirement.

Notwithstanding (4) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal

year (July 1 – June 30) for the City and any other CalPERS employer do not exceed 960 hours in the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **the City will enroll you in CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

By executing this agreement, you waive any claims against the City arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Sections 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the City and extend our best wishes for your success in the temporary position.

If you agree with the terms of this agreement, please review and sign the acknowledgment below.

If you have additional questions or comments, feel free to contact me directly.

Sincerely,

_____
Joseph D. Irvin, City Manager

Acknowledgment:

I, Stephanie Manglaras, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

Signature **Date**