



TO: Honorable Chair and Members of the Governing Board
FROM: Stephanie Arechiga, General Counsel
SUBJECT: **Consideration and Possible Approval of Employment Agreement for the Position of Executive Director Between the California Cities for Self-Reliance Joint Powers Authority and Juan Garza**
DATE: January 18, 2024

RECOMMENDATION

The Members of the Authority are recommended to review, consider, and approve the Employment Agreement for the Position of Executive Director, between the California Cities for Self-Reliance Joint Powers Authority (“Authority”) and Juan Garza.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

The Authority’s Restated and Amended Joint Powers Authority Agreement (“JPA Agreement”), authorizes the Authority to select an Executive Director. Juan Garza (“Mr. Garza”) has acted as the Executive Director for the Authority from March 13, 2020, through present day. The most recent Employment Agreement between the Authority and Mr. Garza expired on November 18, 2022.

After completion of Mr. Garza’s employment review, the Authority has provided direction to bring back for consideration the Employment Agreement for the Position of Executive Director, between the California Cities for Self-Reliance Joint Powers Authority, attached as Attachment 1.

FISCAL IMPACT

There is currently no fiscal impact on the Authority’s budget as Mr. Garza’s salary has already been approved in the current budget.

ATTACHMENT

1. Employment for the Position of Executive Director, between the California Cities for Self-Reliance Joint Powers Authority.

**EMPLOYMENT AGREEMENT
For the Position of
EXECUTIVE DIRECTOR**

This Employment Agreement (“Agreement”) is made and entered into this 16th day of January 2024, by and between the CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY (“AUTHORITY”), a joint powers authority organized under California Government Code § 6500, et seq., and JUAN GARZA (“GARZA”), an individual, on the following terms and conditions.

RECITALS

A. AUTHORITY desires to employ the services of GARZA as Executive Director of AUTHORITY (“Executive Director”), in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. GARZA desires to accept employment as Executive Director in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Duties and Term.

1.1 **Position.** GARZA accepts employment with AUTHORITY as its Executive Director and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 **Period of Employment/Commencement Date.** GARZA’s employment with AUTHORITY shall be “at-will” pursuant to the provisions of Government Code § 36506. GARZA’s employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the Executive Director contained in the Authority’s Restated and Amended Joint Powers Authority Agreement (“JPA AGREEMENT”), as it may be amended from time to time. Those provisions will be construed as complementary to the extent possible. In the event of a conflict between those documents, the JPA AGREEMENT will control. GARZA shall commence the performance of his duties as the Executive Director on July 1, 2023 (“Commencement Date”) or at such other date as the parties hereto shall agree in writing.

1.3 **At-Will.** GARZA acknowledges that he is an at-will employee of AUTHORITY who shall serve at the pleasure of the Board of Directors at all times during the period of his service hereunder. This acknowledgment, understanding, and agreement is affirmed by GARZA’s signature on the Agreement and independently affirmed by GARZA’s signature immediately beneath this Section.

To the extent they conflict with his agreement to at-will status, the terms of the AUTHORITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, AUTHORITY's By-Laws and the JPA AGREEMENT, as they may be amended or supplemented from time to time, shall not apply to GARZA, and nothing in this Agreement is intended to, or does, confer upon GARZA any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the Board of Directors to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of AUTHORITY to terminate the services of GARZA as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of GARZA to resign at any time from this position with AUTHORITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. The "at-will" term the parties have agreed to may only be modified or deleted through an express, written agreement to that effect, signed by GARZA and the Chair of the Board of Directors or their designated representative with the entire Board's authorization.

I, JUAN GARZA, understand and agree that my employment as Executive Director is on an "at-will" basis, and for no definite or determinable period. No promises or representations contrary to the foregoing are binding on the AUTHORITY unless made in writing and signed by me and the Chair of the Board of Directors or their designated representative with the entire Board's authorization.

Juan Garza

Date

1.4 Duties. GARZA shall serve as the Executive Director and shall be vested with the powers, duties and responsibilities set forth in Section 12 of the JPA AGREEMENT, the terms of which are incorporated herein by reference, as may be amended from time to time. GARZA shall provide service at the direction and under supervision of the Board of Directors. It is the intent of the parties that the Executive Director shall keep the Board of Directors fully apprised of all significant ongoing operations of AUTHORITY. To that end, GARZA shall report directly to the Board of Directors and will periodically, or as may be otherwise specifically requested by the Board of Directors, provide oral or written status reports to the Board of Directors on his activities and those of AUTHORITY.

GARZA has the authority and responsibility to perform all executive and administrative functions of the Authority subject to the direction of the Board of Directors. GARZA's duties as Executive Director shall include, but are not limited to:

- a. Direct and oversee the day-to-day operations of AUTHORITY to achieve its purposes;

- b. Attending all meetings of the Board of Directors, unless excused by the Chair (or presiding officer if the Chair is unavailable), and taking part in the discussion of all matters before the Board of Directors. The Executive Director shall receive notice of all regular and special meetings of the Board of Directors;
- c. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the Board of Directors;
- d. Directing and supervising the work of all AUTHORITY employees and agents, with the exception of the AUTHORITY's General Counsel. The Executive Director shall endeavor to implement changes that they believe will result in greater efficiency, economy, or improved public service in the administration of AUTHORITY affairs;
- e. Recommending to the Board of Directors from time to time of the adoption of such measures as the Executive Director may deem necessary or expedient for the improvement of the AUTHORITY's operations; and
- f. Conducting research in administrative practices in order to bring about greater efficiency and economy in the AUTHORITY's operations and develop and recommend to the Board of Directors long range plans to improve AUTHORITY operations and enhance AUTHORITY's ability to achieve its outreach and advocacy goals.

It is the intent of the Board of Directors for the Executive Director to function as the chief executive officer of the AUTHORITY's organization. Without additional compensation, GARZA shall provide such other services as are customary and appropriate to the position of Executive Director, together with such additional services assigned from time to time by the Board of Directors as may be consistent with California law and the JPA AGREEMENT and AUTHORITY's bylaws and policies. GARZA shall devote his best efforts and attention to the performance of these duties. Notwithstanding GARZA's duties as Executive Director, nothing in this Agreement shall be construed to prohibit direct communications between the Board of Directors and employees of the AUTHORITY.

1.5 Hours of Work. GARZA shall devote the time necessary to adequately perform his duties as Executive Director during the term of employment commencing July 1, 2023. GARZA shall, to the extent reasonably practicable, make himself available to the Board of Directors, AUTHORITY officers and staff, and members of the community during normal business hours. The position of Executive Director is deemed an exempt position under state and federal wage and hour laws. GARZA's compensation is not based on hours worked and GARZA shall not be entitled to any compensation for overtime.

1.6 Other Activity. During the period of his employment, it is mutually understood by the Parties that GARZA may accept other professional and/or consulting engagements. Regardless, there is a mutually expectation that GARZA shall not solicit engagements that represent a conflict-of-interest with the AUTHORITY's core purpose as defined in the JPA

AGREEMENT at Section 2, or that otherwise necessarily interfere with the business or operation of AUTHORITY or the satisfactory performance of GARZA's duties as Executive Director.

1.7 **Term.** GARZA's term of employment as Executive Director will be for an initial term of eighteen (18) months (hereinafter referred to by the capitalized word "Term") commencing on July 1, 2023, and continuing through December 31, 2024. The AUTHORITY, in its sole discretion may extend the Term of the Agreement for up to two (2) one-year extensions. Nothing in this Section 1.7 shall preclude the AUTHORITY from terminating this Agreement subject to the termination provisions within.

2. **Compensation.** For the services to be provided pursuant to this Agreement, GARZA shall receive the following compensation, subject to appropriate tax and governmental deductions:

2.1 **Base Salary.** GARZA shall receive a monthly salary of Six Thousand Seven Hundred Forty-Four Dollars (\$ 6,744.00), paid monthly.

2.2. **Severance.** The AUTHORITY will not provide for any severance pay for GARZA.

2.3 **No Benefits.** Apart from the salary set forth in Section 2.1, GARZA shall not accrue and is expressly not entitled to receive, and will not receive any other compensation, severance pay or benefits from the City, including but not limited to health and medical benefits, deferred compensation, pension benefits of any kind, retiree medical, sick leave, vacation time or any other form of compensation or benefit.

2.4 **Evaluation.** The Board of Directors will review and evaluate the performance of GARZA as Executive Director at its discretion.

2.5. **Past Due Compensation.** The AUTHORITY will ensure GARZA is compensated his past due base salary covering the period from July 1, 2023 through December 31, 2023.

3. **Business Expenses.** Separate from and in addition to the Compensation set forth in Section 2, GARZA shall be entitled to reimbursement of expenses incurred in AUTHORITY-related business as follows:

3.1 **Business Expenses.** The AUTHORITY shall reimburse GARZA for all reasonable, non-personal AUTHORITY-related business expenses incurred by him in accordance with submittal, processing, and payment policies of the AUTHORITY.

3.2 **Business Travel.** The AUTHORITY shall reimburse GARZA for travel and subsistence expenses related to professional and official travel, task-force meetings, conferences, official functions, and other occasions reasonably necessary to the pursuit of the purpose of the AUTHORITY, upon prior approval of the Board of Directors and in accordance with submittal, processing, and payment policies of the AUTHORITY.

3.3 **Bonding.** The AUTHORITY shall bear the full cost of any fidelity or other bonds required of the Executive Director position under any laws or ordinance.

4. **Termination.**

4.1 **At-Will Employee.** Pursuant to and consistent with Section 1.3, GARZA serves as the Executive Director at the pleasure of the Board of Directors. Nothing in this Agreement shall prevent, limit, condition, or otherwise interfere with the right of the Board of Directors to suspend from duty, remove from officer, or otherwise terminate the services of GARZA as the Executive Director at its sole discretion and at any time, with or without cause. This Agreement may be terminated as follows:

- a. **Discharge.** The Board of Directors may remove the Executive Director with or without cause by motion adopted by the affirmative votes of a majority of the Directors;
- b. **Resignation.** GARZA may terminate his employment for any reason, and at any time, with or without cause and without notice; or
- c. **Preference for Notice.** Notwithstanding the lack of mandatory notice obligations outlined in foregoing Subsections 4.1(a) and (b), the AUTHORITY and GARZA mutually understand and agree that a period of two weeks notice is preferred before any separation and mutually agree that both parties will provide this notice, if practicable.

4.2 **Termination Obligation.** GARZA agrees that all property, including without limitation, all equipment, tangible Proprietary Information (as defined in Section 5, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to the AUTHORITY and shall be returned promptly to the AUTHORITY upon the completion of GARZA's Term pursuant to any of the mechanisms set forth in Subsections 4.1(a) through (c).

5. **Proprietary Information.**

"Proprietary Information" is all information and any idea pertaining in any manner to the business of the AUTHORITY (or any AUTHORITY affiliate), its elected and appointed officials, officers, employees, clients, consultants, or business associates, which was produced by any employee of the AUTHORITY in the course of his or her employment or otherwise produced or acquired by or on behalf of the AUTHORITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of the AUTHORITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by the AUTHORITY, GARZA shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of AUTHORITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, GARZA shall not use any

Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the AUTHORITY. GARZA's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest. GARZA represents and warrants to the AUTHORITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement. The AUTHORITY has relied on this representation when extending its offer of employment and when executing this Agreement.

7. General Provisions.

7.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the AUTHORITY at the address below, or at the last known address maintained in GARZA's personnel file. GARZA agrees to notify the AUTHORITY in writing of any change in his address during his employment with the AUTHORITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

The AUTHORITY's Notice Address:

California Cities for Self Reliance Joint Powers Authority
7100 Garfield Avenue
Bell Gardens, California 90201
Attn: Board of Directors

Executive Director GARZA's Notice Address:

Juan Garza
P.O. Box 790
Bellflower, CA 90707

7.2 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code §§ 810 et seq.], the AUTHORITY will indemnify, defend, and hold GARZA harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of GARZA's duties as Executive Director during GARZA's tenure in that office. The AUTHORITY shall pay the amount of any settlement or judgment thereon; provided that GARZA cooperates in the defense of the claim, demand, or action. In this regard, the AUTHORITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the AUTHORITY shall have no duty to indemnify, defend or hold GARZA harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 7.2, nothing in this Agreement shall expand the AUTHORITY'S defense and indemnification obligations beyond those provided in the Government Claims Act and Government Code §§ 995-996.6. Further, in the event the AUTHORITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the Government Code, GARZA shall reimburse the AUTHORITY for such legal criminal defense funds, if GARZA is convicted of a crime involving an abuse of office of position as provided by Government Code §§ 53243-53243.4.

7.3 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of GARZA's employment as Executive Director by the AUTHORITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of GARZA. It may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

7.4 **Amendments.** This Agreement may not be altered, amended or modified except in a written document signed by GARZA, approved by the Board of Directors and signed by the Board of Director's Chair or his duly authorized designee.

7.5 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

7.6 **Assignment.** GARZA shall not assign any rights or obligations under this Agreement. The AUTHORITY may, upon two (2) weeks prior written notice to GARZA, assign its rights and obligations hereunder.

7.7 **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 **Attorneys' Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

7.10 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives its

future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

7.11 **Acknowledgment.** GARZA acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

7.12 **Miscellaneous.** The provisions of Section 12 of the JPA AGREEMENT relating to the Executive Director are incorporated into this Agreement by this reference, as amended from time to time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be signed and executed on its behalf by the Chair of its Board of Directors and duly attested to by its Secretary, and GARZA has signed and executed this Agreement, as of the date first indicated above.

**CALIFORNIA CITIES FOR SELF
RELIANCE JOINT POWERS
AUTHORITY**

EXECUTIVE DIRECTOR

By: _____
Victor Farfan, Chair

By: _____
Juan Garza, Executive Director

APPROVED AS TO FORM:

ATTEST:

By: _____
Stephanie A. Arechiga,
General Legal Counsel

By: _____
Martin Fuentes,
Secretary