

CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY

REGULAR SCHEDULED MEETING

THIS MEETING WILL BE CONDUCTED IN PERSON, TELEPHONICALLY AND ELECTRONICALLY AT THE FOLLOWING:

CITY OF COMMERCE ADMINISTRATION CONFERENCE ROOM 2535 COMMERCE WAY COMMERCE, CA 90040

TELECONFERENCE PHONE NUMBER: (669) 900-6833, 6476620089#

ELECTRONICALLY AT ZOOM MEETING ID: 647 662 0089

WEDNESDAY, MARCH 12, 2025

11:00 A.M.

AGENDA

1. CALL TO ORDER & ROLL CALL

Board Members: Francis De Leon Sanchez, Vice Chair - *Bell Gardens* Hugo Argumedo, Secretary – *Commerce* Emma Sharif, Chair – *Compton* Martin Fuentes, Treasurer – *Cudahy* Victor Farfan, Member – *Hawaiian Gardens*

2. APPROVAL OF AGENDA

3. PUBLIC PARTICIPATION

Public participation is now open. The members of the audience now have the right to speak on agenda items and any item under the jurisdiction of the Authority. This period will be limited to thirty minutes, with no more than three minutes for each speaker. Anyone desiring to speak during the public comment period must submit an email request <u>juan@sixheron.com</u>, or to the Authority Secretary via Zoom prior to the close of public participation. Due to policy and Brown Act requirements, action will not be taken on any issues not on the Agenda.

Please state your name and address clearly.

4. NEW BUSINESS – OPEN SESSION

4-1. Consideration and Possible Action to approve the Minutes of the February 12, 2025 Regular Meeting of the Board.

4-2. Consideration and Possible Action to receive and file Financial Summary and Warrant Register dated March 12, 2025.

4-3. Status Update & Report from California Advocacy, LLC with respect to legislative matters.

4-4. Consideration and Possible Action on legislative & regulatory matters.

4-5. Consideration and possible action regarding the first amendment of Employment Agreement for Executive Director Services between the Authority and Juan Garza.

4-6. Consideration and Possible Adoption of Resolution of the California Cities for Self-Reliance Joint Powers Authority Authorizing the Execution of Minutes for Meetings Held by the Authority On September 25, 2019 And December 18, 2019.

4-7. Consideration and Possible Adoption of Resolution of the California Cities for Self-Reliance Joint Powers Authority Authorizing the Execution of Minutes for All Meetings Held by the Authority From January 21, 2021 Through December 15, 2021.

4-8. Consideration and Possible Adoption of Resolution of the California Cities for Self-Reliance Joint Powers Authority Authorizing the Execution of Minutes for All Meetings Held by the Authority From January 19, 2022 Through June 15, 2022.

4-9. Consideration and Possible Adoption of the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement.

4-10. Consideration regarding City of Cudahy's status as a member of the Authority.

5. OTHER MATTERS AND REPORTS

5-1. General Counsel's Report

Pursuant to Government Code § 54954.2 (a)(3) – A report to the Board of Directors and the public on General Counsel's activities, including compliance efforts, approval of contracts as to form, receipt of notices, and requests to place matters on subsequent agendas (excluding any matters qualifying for closed session consideration).

5-2. Executive Director's Report

6. NEW BUSINESS - CLOSED SESSION

6-1. None.

7. FUTURE AGENDA ITEMS

8. CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Member Farfan (Hawaiian Gardens)

Treasurer Fuentes (Cudahy)

Secretary Argumedo (Commerce)

Vice Chair De Leon Sanchez (Bell Gardens)

Chair Sharif (Compton)

9. ADJOURNMENT

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held April 9, 2025 in the City of Compton.

3





CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

REGULAR SCHEDULED MEETING

CITY OF BELL GARDENS EMERGENCY OPERATIONS CENTER – 2ND FLOOR, CITY HALL 7100 GARFIELD AVENUE BELL GARDENS, CA 90201

TELECONFERENCE PHONE NUMBER: (669) 900-6833, 6476620089#

ELECTRONICALLY AT ZOOM MEETING ID: 647 662 0089

WEDNESDAY, FEBRUARY 12, 2025

11:10 AM

MINUTES

1. CALL TO ORDER & ROLL CALL

Chair Sharif called the meeting to order at 11:10 am and performed a roll call. Quorum was established under the following participation:

- Emma Sharif, *Chair Compton*
- Francis De Leon Sanches, Vice Chair Bell Gardens
- Hugo Argumedo, Secretary Commerce
- Martin Fuentes, Treasurer Cudahy (Arrived 11:19 am)
- Victor Farfan, *Member Hawaiian Gardens*

2. APPROVAL OF AGENDA

Vice Chair De Leon Sanchez moved and Secretary Argumedo seconded to approve the agenda as posted.

The motion was approved by the following vote:

Bell Gardens Yes

Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Yes

3. PUBLIC PARTICIPATION

The following individuals were present during the meeting: Stephanie Arechiga, Gisselle Delgado Mike O'Kelly and Juan Garza participated in person. Linda Hollinsworth and Marvin Pineda participated via Zoom.

No comments were provided by members of the public.

4. NEW BUSINESS - OPEN SESSION

4-1. Consideration and possible action to approve the Minutes of the January 8, 2025 Regular Meeting of the Board.

Vice Chair De Leon Sanchez moved and Secretary Argmedo seconded to approve the Minutes.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Absent
Hawaiian Gardens	Abstain

4-2. Consideration and possible action to receive and file Financial Summary and Warrant Register dated February 12, 2025.

Executive Director Garza provided an overview of the JPA's balance sheet, list of invoices, and revenue/expenditure report.

Secretary Argumedo moved and Member Farfan seconded to receive and file the Financial Summary and Warrant Register, as presented.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes

Cudahy Absent Hawaiian Gardens Yes

4-3. Status update & report from California Advocacy, LLC with respect to legislative matters.

Mr. Pineda reported that the Attorney General's office released proposed new regulations for various games played in our cardrooms. At first glance, the proposed regulations would be detrimental to cardrooms and member cities. The cardrooms and JPA will be formulating official responses to the Attorney General's office. It is anticipated legal challenges opposing the new regulations, as proposed, will be filed.

Finally, a 2026 ballot initiative on gaming continues to be anticipated.

Secretary Argumedo moved and Vice Chair De Leon Sanchez seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

4-4. Consideration and possible action on legislative & regulatory matters.

None.

4-5. Consideration and Possible Adoption of Resolution of the California Cities for Self-Reliance Joint Powers Authority Authorizing the Execution of Minutes for All Meetings Held by the Authority From January 15, 2020 Through December 16, 2020.

General Counsel Arechiga and Executive Director Garza provided background that, despite records existing that the board approved minutes of all meetings that took place between January 15, 2020 through December 16, 2020, actual executed minutes of those JPA board meetings did not exist.

Specifically, during the identified timeline all meetings of the JPA board took place virtually due to the COVID-19 pandemic. Physical, in-person meetings were prohibited during the pandemic and JPA staff did not have the opportunity to obtain physical signatures of relevant board officers after each meeting took place, as would be standard process during non-pandemic meetings of the board and other public governing agencies.

Member Farfan moved and Secretary Argumedo seconded to authorize execution of minutes for all meetings held by the authority during the identified timeframe.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

4-6. Consideration and Possible Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Ratifying the Adoption of the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement at the Special Meeting of the Authority on January 22, 2020.

General Counsel Arechiga and Executive Director Garza provided background that, despite records existing that the board approved adoption of the Fifth Restated and Amended Agreement on January 22, 2020, the agreement itself was never fully adopted due to a lack of JPA staff during that time.

Secretary Argumedo moved and Vice Chair De Leon Sanchez seconded to ratify the adoption of the Fifth Restated and Amended Agreement, as adopted on January 22, 2020.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

4-7. Discussion and Possible Action regarding Adjustments to JPA Board Member & Alternate Member Meeting Stipends.

Agendized per his request during the regular meeting of the board on January 8, 2025, Treasurer Fuentes requested consideration by the Board of adjusting his JPA meeting stipend from the current \$125/meeting to \$175/meeting.

General Counsel Arechiga and Executive Director Garza provided compensation background and responses to various related questions from the Board, including the distinction in compensation of Treasurer Fuentes vs other board members, as well as status of the current JPA line budget related to Board member stipends. Member Farfan moved and Vice Chair De Leon Sanchez seconded to approve an increase in meeting stipends for Treasurer Fuentes from \$125/meeting to \$175/meeting starting with the JPA board meeting of February 12, 2025.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

5. OTHER MATTERS AND REPORTS

5-1. Report of General Counsel

None.

5-2. Executive Director Report/Summary

Secretary Argumedo moved and Vice Chair De Leon Sanchez seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

6. NEW BUSINESS – CLOSED SESSION (11:51 AM)

The board recessed into closed session at 11:51 am to consider the following:

6-1. Conference with Legal Counsel Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 subdivision (d)(4) (One Matter)

6-2. Pursuant to Government Code § 54957(b)(1)

• Public Employee Performance/Evaluation (Executive Director)

Pursuant to Government Code § 54957.6(a)

- Conference with Labor Negotiators
 - Agency's Designated Representatives: Stephanie Arechiga, General Counsel
 - Unrepresented Employee: Executive Director

7. REPORT OUT OF CLOSED SESSION (12:13 PM)

The JPA Board reconvened back into open session at 12:13 pm. General Counsel Arechiga reported that all board members were present during closed session, and that there was no reportable action.

8. FUTURE AGENDA ITEMS

None.

9. CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

<u>Member Farfan (Hawaiian Gardens): reported on activities and upcoming</u> recommendations to the full board by the Board's Ad Hoc Committee on JPA <u>Membership Expansion</u>.

Secretary Argumedo (Commerce)

Treasurer Fuentes (Cudahy)

Vice Chair De Leon Sanchez (Bell Gardens)

Chair Sharif (Compton)

10. ADJOURNMENT (12:36 PM)

At 12:36 pm, Chair Sharif adjourned the meeting to the next regular meeting of the board of the California Cities for Self-Reliance Joint Powers Authority to be held on March 12, 2025 in the City of Commerce.

Emma Sharif, Chair

ATTEST:

Hugo Argumedo, Secretary





CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

WARRANT REPORT AND FINANCIAL SUMMARY – FEBRUARY 2025

WEDNESDAY, MARCH 12, 2025.

BALANCE SHEET

City of Hawaiia	03/12/2025 JPA MEETING an Gardens	Page: 1 3/8/2025 4:05 pm
As of: 2/28/2	025	Balances
Fund: 50 - Assets	CA CITIES FOR SELF RELIANCE	
	1000.0000 CASH	206,385.34
-	Total Assets	206,385.34
Liabilitie	S	
	2100.0000 ACCOUNTS PAYABLE	24,775.92
•	Total Liabilities	24,775.92
Reserves	/Balances	
	2900.0000 FUND BALANCE-UNASSIGNED	117,659.69
	2920.0000 CHANGE IN FUND BALANCE	63,949.73
	Total Reserves/Balances	181,609.42
	Total Liabilities & Balances	206,385.34

Edit List of Invoices - Summary

03/12/2025 JPA MEETING

Date:	03/08/2025

City of Haw	<i>v</i> aiian Gardens					Date: 03/08/2025 Time: 4:06 pm Page: 1
Ref. No.	Vendor Name	Invoice No.	Posting Date PONumber	Invoice Date	Invoice Description	Invoice Amount
81751	HUGO ARGUMEDO		02/12/2025	02/12/2025	02.12.25 MTG STIPEND	
		2025-02-12			_	250.00
					Vendor Total:	250.00
81752	VICTOR FARFAN		02/12/2025	02/12/2025	02.12.25 MTG STIPEND	
0.1.02		2025-02-12	02, 12, 2020	02/12/2020		250.00
					Vendor Total:	250.00
81753	MARTIN U FUENTES		02/12/2025	02/12/2025	02.12.25 MTG STIPEND	
01755	MARTIN OF DENTES	2025-02-12	02/12/2025	02/12/2025	02.12.23 WIG STIFEIND	125.00
				Vendor Total:	125.00	
81754	JUAN GARZA	2025-02-28	02/28/2025	02/28/2025	FEB 2025 SALARY	6,744.00
		2023-02-20			Vendor Total:	6,744.00
81755	GRUBER AND LOPEZ INC	4730	02/01/2025	09/17/2024	06.30.24 AUDITED FINANCIAL	6,800.00
		4750			Vendor Total:	6,800.00
81756	OLIVAREZ MADRUGA LAW	27188	02/28/2025	02/28/2025	FEB 2025 SVCS - GENERAL	1,910.00
81757	OLIVAREZ MADRUGA LAW	27100	02/28/2025	02/28/2025	FEB 2025 SVCS - BOARD MEET	
		27189				1,530.92
					Vendor Total:	3,440.92
81758	EVELYN PINEDA		02/21/2025	02/21/2025	FEB 2025 SVCS	
		2025-02-21				6,666.00
					Vendor Total:	6,666.00
81759	FRANCIS DE LEON SANCHE	=7	02/12/2025	02/12/2025	02.12.25 MTG STIPEND	
01100		2025-02-12	02, 12, 2020	02/12/2020		250.00
					Vendor Total:	250.00
81760	EMMA SHARIF		02/12/2025	02/12/2025	02.12.25 MTG STIPEND	
01700		2025-02-12	02/12/2025	02/12/2025		250.00
					Vendor Total:	250.00
					Orand Tata	1. 04 77E 00
					Grand Total Less Credit Memos	
					Net Total	
					Less Hand Check Total	-
	Total Invoices: 10				Outstanding Invoice Total	

REVENUE/EXPENDITURE REPORT 03/12/2025 JPA MEETING

Page: 1 3/8/2025

City of Hawaiian Gardens							/8/202 4:08 pn
For the Period: 7/1/2024 to 2/28/2025	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	
Fund Type: SR SPECIAL REVENUE FUNDS	onginai baa.	Amenaed Bud.	1107 lotau	oorartiintti	Ellounib. TTD	onenebai	70 Du
Fund: 50 - CA CITIES FOR SELF RELIANCE							
Revenues							
Function:							
Dept: 0000 ASSETS							
Acct Class: REV REVENUE 3742.0050 JPA MEMBERSHIP FUNDING	157,500.00	157,500.00	157,500.00	0.00	0.00	0.00	100.0
3742.0050 SI A MEMBERSHILL FORDING	70,000.00	70,000.00	52,500.00	7,500.00	0.00	17,500.00	75.0
	,	,	02,000.00	.,		,	
REVENUE	227,500.00	227,500.00	210,000.00	7,500.00	0.00	17,500.00	92.3
ASSETS	227,500.00	227,500.00	210,000.00	7,500.00	0.00	17,500.00	92.3
	227,500.00	227,500.00	210,000.00	7,500.00	0.00	17,500.00	92.3
Revenues	227,500.00	227,500.00	210,000.00	7,500.00	0.00	17,500.00	92.3
Expenditures							
Function:							
Dept: 4908 JOINT POWERS AUTHORITY Acct Class: OPER OPERATING COSTS							
4200.0050 CONTRACT SVC-EX DIR JPA	80,925.00	80,925.00	53,952.00	6,744.00	0.00	26,973.00	66.7
4200.0052 COMMUNICATIONS	14,400.00	14,400.00	0.00	0.00	0.00	14,400.00	0.0
4202.0000 AUDIT SERVICES	6,500.00	6,500.00	7,500.00	6,800.00	0.00	-1,000.00	115.4
4210.0000 TRAVEL & MEETINGS	0.00	0.00	1,117.48	0.00	0.00	-1,117.48	0.0
4211.0000 MEETING STIPENDS	17,250.00	17,250.00	9,250.00	1,125.00	0.00	8,000.00	53.0
4213.0000 OTHER OPERATING COSTS	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
4250.0001 LEGISLATIVE ADVOCATE/JPA	80,000.00	80,000.00	53,328.00	6,666.00	0.00	26,672.00	66.
4252.0000 SPECIAL COUNSEL - CONTRACT	19,425.00	19,425.00	20,902.79	3,440.92	0.00	-1,477.79	107.6
OPERATING COSTS	227,500.00	227,500.00	146,050.27	24,775.92	0.00	81,449.73	64.2
JOINT POWERS AUTHORITY	227,500.00	227,500.00	146,050.27	24,775.92	0.00	81,449.73	64.2
Function:	227,500.00	227,500.00	146,050.27	24,775.92	0.00	81,449.73	64.2
Expenditures	227,500.00	227,500.00	146,050.27	24,775.92	0.00	81,449.73	64.2
Net Effect for CA CITIES FOR SELF RELIANCE	0.00	0.00	63,949.73	-17,275.92	0.00	-63,949.73	0.0
Change in Fund Balance:			63,949.73	,		,	
Net Effect for SPECIAL REVENUE FUNDS	0.00	0.00	63,949.73	-17,275.92	0.00	-63,949.73	
Grand Total Net Effect:	0.00	0.00	63,949.73	-17,275.92	0.00	-63,949.73	

ITEM 4-3

1107 9th Street, Suite 420, Sacramento, CA 95814 Phone:(916) 869-3685 www.CaliforniaAdvocacy.com



March 12, 02025

California Update: Agenda

- 1. California Attorney General Cardroom Regulations
- 2. Legislation Overview



TO: Honorable Chair and Members of the Governing Board

- FROM: Stephanie A. Arechiga, General Counsel
- SUBJECT: Consideration and Possible Action Regarding the First Amendment of Employment Agreement for Executive Director Services Between the Authority and Juan Garza

DATE: March 12, 2025

RECOMMENDATION

The Members of the California Cities for Self-Reliance Joint Powers Authority ("Authority") are recommended to discuss and potentially adopt the First Amendment for Employment Agreement for Executive Director Services Between the Authority and Juan Garza.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On January 16, 2024, the Authority and Garza entered into an Employment Agreement for executive director services. The Term of the Master Agreement was eighteen months from the Effective Date, with a termination date of December 31, 2024. Section 1.7 of the Master Agreement allows the Authority to extend the term of the agreement for up to two one-year extensions.

The Authority is recommended to discuss and potentially adopt the attached First Amendment.

FISCAL IMPACT

There is currently no fiscal impact on the Authority's budget.

ATTACHMENT

1. First Amendment to Employment Agreement

FIRST AMENDMENY TO EMPLOYMENT AGREEMENT For the Position of EXECUTIVE DIRECTOR

This FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Employment Agreement" dated January 16, 2024 ("Master Agreement") is hereby made and entered into this 12th day of March 2025, 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. On January 16, 2024, the Authority and Garza entered into an Employment Agreement for executive director services for the Authority, hereinafter Master Agreement, attached and incorporated hereto as Exhibit "A";

B. The Term of the Master Agreement was eighteen months from the Effective Date, with a termination date of December 31, 2024;

C. Section 1.7 of the Master Agreement allows the Authority to extend the term of the agreement for up to two one-year extensions;

D. The Authority desires to extend the Term of the Master Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

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

Section 2. Section 1.7 of the Master Agreement allows the Authority to extend the term of the agreement for up to two one-year extensions.

Section 3. The Authority desires to invoke the first one-year extension available under Section 1.7 of the Master Agreement, with a new termination date of December 31, 2025.

Section 4. Except as otherwise set forth in this First Amendment, the Master Agreement, as amended by the way of the First Amendment, shall remain binding, controlling, and in full force and effect. Section 1.7 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

Section 5. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control to the extent of the conflict or inconsistency and no further.

[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: _____ Emma Sharif, Chair

By: ____

Juan Garza, Executive Director

APPROVED AS TO FORM:

ATTEST:

By: ____

Stephanie A. Arechiga, General Legal Counsel

Ву:_____

Hugo Argumedo, Secretary





TO: Honorable Chair and Members of the Governing Board

- FROM: Stephanie A. Arechiga, General Counsel
- SUBJECT: Consideration and Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Ratifying the Approval and Authorizing the Execution of Meeting Minutes for Meetings Held by the Authority on December 18, 2019

DATE: March 12, 2025

RECOMMENDATION

The Members of the California Cities for Self-Reliance Joint Powers Authority ("Authority") are recommended to discuss and adopt the attached Resolution, ratifying the approval and authorizing the execution of the Authority meeting minutes for the meetings held by the Authority on December 18, 2019.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On December 18, 2019, the Authority held a Regular Meeting ("December 2019 Regular Meeting"). On March 26, 2020, the Authority held a Special Meeting ("March 2020 Special Meeting"), at the March 2020 Special Meeting, the Board of Directors ("Board") of the Authority, under New Business Agenda Item 1, approved the minutes for the December 2019 Regular Meeting.

The Authority hereby ratifies and confirms the approval of the minutes for the December 2019 Regular Meeting and directs the current board to execute the minutes for inclusion in the Authority's official records.

FISCAL IMPACT

There is currently no fiscal impact on the Authority's budget.

ATTACHMENT

1. Resolution Number 25-03

RESOLUTION NO. 25-03

A RESOLUTION OF THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY RATIFYING THE APPROVAL AND AUTHORIZING THE EXECUTION OF AUTHORITY MEETING MINUTES FOR THE MEETING HELD BY THE AUTHORITY ON DECEMBER 18, 2019

WHEREAS, on December 18, 2019, the California Cities for Self-Reliance Joint Powers Authority (the "Authority") held a Regular Meeting ("December 2019 Regular Meeting"); and

WHEREAS, on March 26, 2020, the Authority held a Special Meeting ("March 2020 Special Meeting"); and

WHEREAS, at the March 2020 Special Meeting, the Board of Directors ("Board") of the Authority, under New Business Agenda Item 1, approved the minutes for the December 2019 Regular Meeting; and

WHEREAS, the December 2019 Regular Meeting minutes, attached and incorporated hereto as Exhibit "A", were approved, however there was no executed version of said minutes; and

WHEREAS, the Authority retains the power to ratify prior votes to ensure the continuity and validity of its decisions; and

WHEREAS, the Authority hereby ratifies and confirms the approval of the minutes for the December 18, 2019 Regular Meeting and directs the current board to execute the minutes for inclusion in the Authority's official records.

NOW, THEREFORE, BE IT RESOLVED by the California Cities for Self-Reliance Joint Powers Authority as follows:

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

SECTION 2. The Joint Powers Authority hereby ratifies and confirms approval of the minutes for the December 18, 2019 meeting of the Authority and directs the current board to execute a copy of each of the minutes for inclusion in the Authority's official records.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the Joint Powers Authority adopts a Resolution rescinding this decision.

SECTION 4. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held

invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

<u>SECTION 5.</u> That the Chair shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 12th day of March 2025.

CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

Emma Sharif, Chair

APPROVED AS TO FORM:

Stephanie A. Arechiga, General Counsel

EXHIBIT "A" December 18, 2019 Regular Meeting Minutes



CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY REGULAR MEETING

CITY OF COMPTON, CITY HALL 205 S WILLOWBROOK AVE COMPTON, CA 90220

WEDNESDAY, DECEMBER 18, 2019

10:15 AM

MINUTES

ROLL CALL

Board Members Present:

Ivan Altamirano, Alternate Member - *Commerce* Aja Brown, Member - *Compton* Chris Garcia, Member – *Cudahy* Victor Farfan, Alternate Member – *Hawaiian Gardens*

PUBLIC PARTICIPATION

None.

PUBLIC ATTENDING MEETING

Commerce Assistant City Manager Vilko Domic.

NEW BUSINESS

1. <u>Closed Session</u>

Pursuant to Government Code § 54957 – Public Employee Appointment

• Interim Executive Director

2. <u>Closed Session</u>

Pursuant to Government Code § 54957.6 – Conference with Labor Negotiations

- Agency Designated Representative:
- Unrepresented Employee: Interim Executive Director

RECONVENE TO OPEN SESSION

The JPA Board reconvened to open session.

ORAL CLOSED SESSION ANNOUNCEMENTS

Vice-Chair Garcia reported on closed session item:

Item #1- Adam Acosta is interested in serving as Interim Executive Director. Mr. Acosta submitted his resume for consideration.

Item #2- The Board recommended appointing Adam Acosta as Interim Executive Director by a vote of 4-0.

Item #3- Item not discussed.

3. Discussion and direction regarding revisions to JPA By-laws.

Bylaws are in the works. Additional input will be forwarded to Chair and Counsel Olivarez for consideration and further discussion.

4. <u>Discussion and direction regarding JPA outreach, rebranding and online</u> presence.

California Advocacy, LLC proposed retainer of \$1,500 and \$250 for website maintenance (social media, branding, public outreach, community forums).

Table item, no action taken. To be discussed at next meeting.

 Discussion and direction regarding JPA financial statements and accounting services.

TABLE – This item will be discussed at the next meeting.

6. Discussion and direction regarding legislative advocacy services.

TABLE- This item will be discussed at the next meeting.

CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Vice-Chair Rodriguez (Bell Gardens)

Treasurer Alvarado (Hawaiian Gardens)

Chair Garcia (Cudahy)

Secretary Soria (Commerce)

<u>ADJOURN</u>

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held at 10:00 am, on Wednesday, January 15, 2020, in the City of Bell Gardens, 7100 Garfield Ave, Bell Gardens, CA 90201.

Chris Garcia, Chair

ATTEST:

John Soria, Secretary



TO: Honorable Chair and Members of the Governing Board

- FROM: Stephanie A. Arechiga, General Counsel
- SUBJECT: Consideration and Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Adopting the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement

DATE: March 12, 2025

RECOMMENDATION

The Members of the California Cities for Self-Reliance Joint Powers Authority ("Authority") are recommended to discuss and potentially adopt the attached Resolution, adopting the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On November 13, 2024, the Authority created an ad hoc committee ("Committee") to review the current Authority Agreement and provide feedback as to potential edits which would allow the Authority to extend membership to additional cities throughout the state.

The Committee met a total of two times and provided feedback as to proposed edits. At the Regular Meeting on February 12, 2025, the Committee presented a red line version of the edits to the Board for additional feedback and comments.

The Authority is recommended to discuss and potentially adopt the attached Resolution, adopting the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement.

FISCAL IMPACT

There is currently no fiscal impact on the Authority's budget.

ATTACHMENT

1. Resolution Number 25-04

RESOLUTION NO. 25-04

A RESOLUTION OF THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY ADOPTING THE SIXTH RESTATED AND AMENDED CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AGREEMENT

WHEREAS, on November 13, 2024, the California Cities for Self-Reliance Joint Powers Authority ("Authority") created an ad hoc committee ("Committee") to review and provide feedback to the Authority's current Agreement for potential edits which would allow the Authority to extend membership to additional cities; and

WHEREAS, the Committee met a total of two times and provided feedback as to proposed edits. At the Regular Meeting on February 12, 2025, the Committee presented a red line version of the edits to the Board for additional feedback and comments; and

WHEREAS, at the March 12, 2025 Regular Meeting, under Agenda Item 4-9, the Board discussed, provided feedback, and approved the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement.

NOW, THEREFORE, BE IT RESOLVED by the California Cities for Self-Reliance Joint Powers Authority as follows:

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

SECTION 2. The Joint Powers Authority hereby approves the Sixth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement, attached hereto as Exhibit "A".

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the Joint Powers Authority adopts another Agreement.

SECTION 4. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. That the Chair shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 12th day of March 2025.

CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

Emma Sharif, Chair

APPROVED AS TO FORM:

Stephanie A. Arechiga, General Counsel

EXHIBIT "A" SIXTH RESTATED AND AMENDED AGREEMENT

CALIFORNIA CITIES FOR SELF-RELIANCE

JOINT POWERS AUTHORITY

AGREEMENT

(Sixth Restated and Amended)

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and among the City of Bell Gardens ("Bell Gardens"), the City of Commerce ("Commerce"), the City of Compton ("Compton"), the City of Cudahy ("Cudahy") and the City of Hawaiian Gardens ("Hawaiian Gardens") each of which is a municipal corporation (hereafter called "Member" or "Members").

RECITALS

A. The Founding Members to this Agreement are each authorized and empowered under California law and local ordinances to license the operation and ownership of card clubs (hereafter called "gaming establishments"), license employees to work in gaming establishments, and otherwise regulate the operation of the gaming establishments.

B. The Members to this Agreement have inherent power to act for the benefit of the health and general welfare of their residents.

C. California Government Code § 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise any powers common to them and may by that agreement create an entity, which is separate from the public agencies to the agreement.

D. The Members to this Agreement have determined, separately and jointly, that the public health and general welfare of each of the Members will be enhanced by perceiving and seeking out greater opportunities for revenues from the California gaming economy and that they each will be served by a joint exercise of their common powers as set forth herein by the formation of a separate entity, which shall be known as the California Cities For Self-Reliance Joint Powers Authority ("Authority").

NOW, THEREFORE, the Members hereto, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration, do hereby promise and agree as follows:

SECTION 1

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified for all purposes of this Agreement.

AGREEMENT

The term *Agreement* shall mean this Agreement as it now exists or as it may from time to time be amended by the addition of signatory Members or by any supplemental agreement entered into pursuant to the provisions hereof.

AUTHORITY

The term *Authority* shall mean the California Cities for Self-Reliance Joint Powers Authority created by this Agreement.

BOARD

The term *Board* shall mean the governing board of directors of the Authority as described in Section 8.

BYLAWS

The term *Bylaws* shall mean those Bylaws governing the day-to-day operations of the Authority, which the Board may adopt and amend from time to time.

FOUNDING MEMBERS

The term *Founding Members* shall mean the cities of Bell Gardens, Commerce, Compton, and Hawaiian Gardens.

FUNDS

The term *Funds* shall mean all revenues of the Authority to pursue its purposes and to meet its ongoing obligations.

MEMBERS

The term *Member* or *Members* shall mean each public agency jointly exercising power pursuant to, and which is or are signatories to, this Agreement.

SUPPORTING MEMBERS

The term *Advisory Member* shall mean each public agency that supports the purposes of the Authority by becoming a signatory to this Agreement upon admission to the Authority by a majority of the Founding Members. Each Supporting Member's contributions and maximum liability under this Agreement shall be limited to the annual contribution as may be determined by the Board from

time to time.

SECTION 2

PURPOSES

The purposes of the Authority created by this Agreement are as follows:

- 1. To exercise the powers of each Member of the Authority to assist, permit, promote, protect, regulate or support businesses within the territorial limits of each Member in order to achieve the greatest benefits for their constituents and to protect their constituents from the adverse effects of any such business;
- 2. To exercise local options of each Member of the Authority pertaining to gaming so as to create, increase, promote or protect communities, jobs, local economies and revenues that are affected by or derived from gaming within the territorial limits of each Member of the Authority;
- 3. To protect the social fabric and economy of each Member of the Authority and affected Cities from the impacts of tribal gaming and from the investors of tribal casinos who seek the creation of reservations in areas having no historic or established Indian lands;
- 4. To educate local, state and federal policy makers about the impacts of citing tribal casinos in California and the unfairness of the gaming monopoly granted to tribal governments in California, which has overwhelmed the ability of state and local governments to protect their communities from the impacts of tribal gaming; and
- 5. To pursue any other objective, program or purpose that may be exercised jointly by the Members of the Authority.

The Authority shall carry out these purposes to assure and enhance the ability of the Members to provide funding for their programs, whether housing, recreational, public safety or otherwise, from revenues generated by gaming establishments so as to promote the health, safety and welfare of the residents of each Member and from all sources to mitigate the impacts of tribal gaming.

SECTION 3

MEMBERS TO THE AGREEMENT

Each Member to this Agreement certifies that it intends to and does contract with all other Members which are signatories to the Agreement and with such other Members as may later be added as signatories to this Agreement. Each Member also agrees that if any Founding Member or Advisory Member withdraws from the Authority, except as a joint effort to terminate the Agreement pursuant to Section 7.3, such withdrawal shall affect neither this Agreement nor its intent to contract with the remaining Members to carry out the purpose of this Agreement.

Members to this Agreement shall be of two classes:

- (a) Founding Members; and
- (b) Advisory Members

The Authority shall be governed by a Board of Directors selected by the governing bodies of each Founding Member. The Board of Directors has the authority and duty to manage the affairs of the Authority and shall not delegate the following authorities and responsibilities:

- 1) Approval of Advisory Members;
- 2) Amendment to Joint Powers Agreement;
- 3) Approval and amendment of the Authority budget;
- 4) Create ad hoc and subcommittees to address various issues.

Advisory Members must be admitted by the Founding Members and shall advise the Board of Directors with respect to all matters under the Authority's jurisdiction. Advisory members will only pay dues in the amount of 25% of the total due by the Founding Members. Advisory members will receive a stipend in the amount of 50% of the total paid to Founding Members. Advisory members shall not be eligible to join the Board of Directors and shall not be given voting rights.

SECTION 4

CREATION OF THE AUTHORITY

This Agreement hereby creates a public entity to be known as the California Cities for Self-Reliance Joint Powers Authority pursuant to the provisions of the Joint Exercise of Powers Act. The Authority shall be a public entity separate from the public agencies to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities, or obligations of any of the public agencies to this Agreement.

SECTION 5

POWER OF THE AUTHORITY; RESTRICTION UPON EXERCISE

1. The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary to accomplish its purpose, including, but not limited to, the following:

(a) To make and enter into contracts;

(b) To accept the assignment of contracts which relate to the purposes of the Authority and which were entered into by the Founding Members prior to formation of the Authority.

(c) To incur debts, liabilities or other obligations which are not debts, liabilities

4

or obligations of the Members;

(d) To employ agents and employees;

(e) To acquire, construct, manage, maintain and operate any building, works or improvements;

(f) To acquire, hold, lease (as lessor or lessee) or dispose of property;

(g) To sue and be sued in its own name; and

(h) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

2. The Authority shall have the power to enter into membership agreements with any public agency upon approval by the Board.

3. Each Member agrees that:

(a) It intends for the Authority to take such action or actions as may be appropriate in furtherance of its purposes consistent with the Bylaws of the Authority.

(b) Its grant of power to the Authority is to further the purposes of the Authority and shall not be deemed to limit its power to act independently of the Authority.

4. The powers of the Authority shall be exercised subject only to the restrictions upon the manner of exercising such powers as are imposed upon the public agencies, as provided in California Government Code \S 6509.

5. Subject to the applicable provisions of any agreement providing for the investment of monies held thereunder, the Authority shall have the power to invest 'any money in the treasury that is not required for the immediate necessities of the Authority, as the Authority determine is advisable, in the same manner as local agencies pursuant to California Government Code § 53601 et seq.

SECTION 6

COOPERATION

1. Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and the intent of this Agreement.

2. Each Member further agrees to refrain from taking any actions that would, to its knowledge, tend to adversely affect the carrying out the Purpose of the Authority.

SECTION 7

TERM; WITHDRAWAL; TERMINATION; DISTRIBUTION OF ASSETS

1. The Authority shall have an initial term ("Initial Term") from July 11, 2001, the Effective Date of the original Agreement that created this Authority and shall continue until terminated by a vote of the Founding Members.

2. Any Member who desires to leave the organization shall give each Member written notice of its intention to disassociate from the Authority. Notice of disassociation may be made in one of two manners:

(a) A Member may withdraw by providing thirty (30) days written notice of their intent to withdraw ("Withdrawal."). Such withdrawal shall become effective on the thirtieth (30) day following the date that the Notice was sent. A withdrawing Member shall cease to be a Member of the Authority on the date their Withdrawal is effective.

(b) A Member may withdraw by providing a written notice of non-renewal to each of the other Members six (6) months prior to the beginning of the next fiscal year, July 1^{st} ("Non-Renewal"). A Member who elects to disassociate from the Authority through Non-Renewal shall cease to be a Member of the Authority at the end of the fiscal year their notice falls in.

3. The Founding Members may also elect to terminate the existence of the Authority by: (1) written notice provided to each Member that a majority of Founding Members intend to terminate the Agreement or otherwise dissolve the Authority; or (2) the Withdrawal or Non-Renewal of Founding Members resulting in the Authority having one or fewer Founding Members ("Termination"). Written notice of an event leading to Termination must be sixty (60) days of the proposed event and the resulting Termination. Termination will be effective on sixtieth (60) day following the date Notice was sent, subject to the provisions of subsection 7.6

4. A Member who disassociates from the Authority is entitled to receive a distribution from the Authority's assets as follows:

(a) A Member who disassociates through Non-Renewal shall be entitled to receive a distribution of the Authority's assets in proportion to their contributions to the Authority. This distribution shall be due on July 30 of the fiscal year following their Non-Renewal.

(b) A Member who disassociates through Withdrawal shall be entitled to either: (1) a prorated reimbursement of their most recent annual contribution representing the period of time between the effective date of the Withdrawal and the end of the relevant fiscal year; or (2) a distribution of the total assets of the Authority in proportion to their respective contributions. The total assets of the Authority for purposes of this distribution will be calculated as of the effective date of the Withdrawal. The Authority, in its sole discretion, shall elect whether to reimburse or distribute to Withdrawing Members. Payment shall be due on September 30 of the fiscal year commencing after the one in which the Withdrawal becomes effective.

5. Upon Termination, all assets of the Authority shall be distributed to the respective grantors or assignors in proportion to their respective contributions.

6. Upon Termination, this Agreement and the Authority shall continue to exist for

the limited purpose of distributing the assets of the Authority and all other functions necessary to close out the affairs of the Authority.

SECTION 8

GOVERNING BOARD

1. The Authority shall be governed by a Board of Directors comprised of one city council member ("Director") from each Founding Member under that Founding Member's regular method of appointment. Each Director who was selected prior to the Effective Date shall be ratified by each Founding Member within thirty (30) days following execution of this Agreement.

2. Each Founding Member also shall appoint a second city council member ("Alternate Director") from each Founding Member under the Founding Member's regular method of appointment. When the Director is not able to attend a meeting of the Board of Directors or otherwise participate in the affairs of the Board of Directors, the Alternate Director shall serve in the place of the Director with full authority. Each Director and Alternate Director shall serve at the pleasure of his or her Mayor, City Council or other appointing authority.

3. The members of the Board of Directors shall receive such compensation for their services and reimbursement of expenses as may be determined by Ordinance of the Authority from time to time. A Director may elect in writing to decline any such compensation or reimbursement, or portion thereof, for any specified period or periods; and such Director may elect in writing to resume receiving such compensation or reimbursement, or portion thereof, provided that no previously declined or reduced compensation or reimbursement shall be recoverable by the Director or payable by the Authority.

SECTION 9

MEETINGS OF THE BOARD

1. The Board shall hold, at a minimum, quarterly meetings ("Quarterly Meetings") on or about January 30, April 30, July 30, and October 30 each year and, by resolutions, may provide for the holding of regular meetings at more frequent intervals. Location of Quarterly Meetings shall rotate from one Founding Member's City Hall to the others, or at such other place and upon a date and hour as may be fixed from time to time by resolution of the Board.

2. Special meetings of the Board may be called in accordance with the provisions of California Government Code § 54950, *et seq.* All meetings of the Board shall be called, noticed, held, and conducted subject to the provisions of the Ralph M. Brown Act, California Government Code § 54950, *et seq.*

3. The Secretary of the Authority shall be responsible for keeping minutes of all meetings of the Board of Directors, except closed sessions, and shall, a soon as practicable after each meeting, distribute copies of the minutes to each member of the Board and to each Member.

4. The attendance of a majority of the Board shall constitute a quorum for the transaction of business. A majority vote of the Board shall be necessary to take Board action, except that less than a quorum may adjourn from time to time.

DRAFT

SECTION 10

OFFICERS; DUTIES

1. The Board shall elect a Chairperson, a Vice-Chairperson and a Secretary of the Authority from among Directors.

(a) The Chairperson shall preside at all meetings, sign documents as may be necessary for the proper functioning of the Authority, and perform such other duties as may be imposed by the Board of Directors.

(b) The Vice-Chairperson shall take the place of the Chairperson in the absence of the Chairperson and perform such other duties as may be imposed by the Board of Directors.

(c) The Secretary shall cause the minutes to be kept of all meetings, except closed sessions, and to be distributed to the Members and each of the members of the Board of Directors and perform such other duties as may be imposed by the Board of Directors.

2. The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of a Founding Member. The Board reserves the right to appoint a certified public accountant to serve as the Treasurer of the Authority.

3. The Treasurer and the Auditor or Controller shall be responsible for keeping all Funds and providing accurate records of how such Funds are spent, and shall have the powers, duties, and responsibilities specified in California Government Code § 6505.5.

4. The Treasurer and Auditor or Controller of the Authority is designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and as such, shall file a fidelity bond with the Secretary of the Authority in an amount to be fixed by the Board. The cost of such bond shall be a proper charge against the Authority. To the extent permitted by an existing fidelity bond, the Treasurer and Auditor or Controller may satisfy this requirement by filing a fidelity bond obtained in connection with another public office, if the amount of that bond equals or exceeds the bond amount established by the Board of Directors.

SECTION 11

FISCAL YEAR

The fiscal year of the Authority shall be the period from July 1 of each year through the following June 30.

SECTION 12

ADMINISTRATION

1. The Office of Executive Director of the Authority is hereby created. The Executive Director shall have the authority and responsibility to perform all executive and administrative functions of the Authority subject to the direction of the Board of Directors. Said functions shall

include, without limitation, all day-to-day operations of the Authority to achieve its purposes and the direction and supervision of the employees of the Authority. The Board of Directors retains unto itself all legislative and judicial duties, functions and powers of the Authority not expressly delegated herein including, without limitation, the authority to enter into contracts, and convey and accept real property.

2. The Executive Director shall be appointed for a definite term by a majority vote of the Board of Directors and shall serve at the pleasure of the Board. The Board shall select the Executive Director on the basis of the abilities and qualifications of the person so appointed with emphasis on actual experience in the purposes for which the Authority was formed. The Executive Director shall receive such compensation and expense allowances as the Board shall determine, and such compensation shall be a proper charge against the funds of the Authority. The Board may enter into an employment agreement with the Executive Director that delineates the terms and conditions of his or her employment provided that said terms and conditions are not contrary to the provisions hereof.

3. The Executive Director shall take direction from the Board of Directors only through and at a duly convened meeting of the Board. For this purpose, the Chairperson or any Director may request any proposed direction to the Executive Director to be placed on the agenda for consideration and action by the Board at its next regularly scheduled meeting. The Board may direct the Executive Director on all matters within its jurisdiction. Neither the Chairperson nor any Director shall give any direct to the Executive Director except as provided herein. However, the Chairperson and each Director may inquire of the Executive Director on any matter pertaining to the affairs and operations of the Authority or the performance of the duties of the Executive Director. Also, the Chairperson and Directors may discuss or suggest anything pertaining to the affairs and operation of the Authority with the Executive Director.

4. The Board of Directors may remove the Executive Director at any time upon a majority vote of the Board subject to the payment of any severance provided in the employment agreement with the Executive Director. The Board may remove the Executive Director, in its sole discretion, and its action shall be final and shall not depend upon the existence of good cause or any particular showing.

5. The Executive Director, before entering upon the duties of that office, shall take the oath of office as provided for in the constitution of this state, and shall file the same with the Secretary of the Board.

6. The Executive Director shall be an employee of the Authority for purposes of the Governmental Tort Claims Act who shall retain all immunities and rights thereunder.

SECTION 13

BONDS

The Authority shall not have the power to issue bonds or other forms of indebtedness authorized by law.

SECTION 14

AGREEMENT NOT EXCLUSIVE

Sixth Amended and Restated Joint Powers Authority Agreement (2020) 1. This Agreement is not the exclusive means that a Member may use to perform its legal responsibilities as they relate to regulating the Card Clubs. Each of the Members reserves the right to carry out other programs, as it may deem appropriate to accomplish the purposes of the Authority.

2. This Agreement does not alter the terms of other agreements, which may exist between any Members hereto except as expressly provided herein.

SECTION 15

CONTRIBUTIONS, ADVANCES, EXPENSES

1. The Authority may receive contributions or advances of funds and of personnel, services, equipment or property to the Authority for any of the purposes of this Agreement. An advance may be made subject to repayment and in such case shall be repaid in the manner agreed upon by the contributor and the Authority at the time of the advance.

2. Commencing with the 2014-2015 fiscal year, each Member agrees that it shall make an annual contribution to the Authority in the sum of twenty-five thousand (\$ 25,000), or such greater sum the Members may agree to contribute to the Authority, until the Agreement is terminated.

3. In the event a Member is unable to make an annual contribution, the Member will be deemed to have withdrawn from the Authority without any liability for the annual contribution to the Authority. Said withdrawal, if any, will occur if a Member does not make the annual contribution by the sixtieth day following the Authority's invoice to the Members. Except for the 2014-2015 fiscal year, the invoices shall be sent to the Members by June 1 for the following fiscal year.

SECTION 16

ACCOUNTING AND REPORTING

1. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting practice. The books and records of the Authority shall be open to inspection by the Cities upon reasonable notice and during normal business hours.

2. The Authority shall cause an independent audit by a certified public accountant to be made of its books and accounts each year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code § 26909 or its successor statute and shall conform to generally accepted auditing standards. The audit shall be provided to the Cities within five (5) months after the close of each fiscal year.

3. Any cost of the audit, including contracts with certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose. If the Authority does not have adequate funds to pay the cost of the audit, the Founding Members and Trade Members shall pay their prorated shares of the audit expense. A Member's pro rata share shall be one divided by the total number of Founding Members and Trade Members, multiplied by 100 percent.

10

SECTION 17

BREACH

1. If any Member shall default on any covenant or condition contained in this Agreement or Resolution of the Board of Directors, such default shall not excuse the defaulting Member from fulfilling its obligations under this Agreement or such resolution and all Members shall continue to be responsible for the performance of all conditions and covenants of this Agreement and any such resolution; except that Supporting Members shall not be liable for any costs or expenses other than their annual contribution. If such defaulting City fails to cure, or to commence to cure, such breach within thirty (30) days of receiving notice thereof from the Board, then the Board shall have the option, but not the obligation, to terminate the membership of the Defaulting Member.

2. The Members declare that this Agreement is entered into for the benefit of the California Cities for Self-Reliance Joint Powers Authority and grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the Members.

3. Each and all of the remedies given to the Authority by this Agreement or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to exercise any or all other remedies.

SECTION 18

LIABILITY, INSURANCE, AND INDEMNIFICATION

1. No Member shall be liable for any indebtedness of the Authority except that which is consented to by the governing body of each Member. All persons dealing with or having a claim against the Authority are hereby notified that no Member to this Agreement is liable for the debts of the Authority.

2. The Board may maintain appropriate insurance to protect the Members from such liabilities and obligations. The cost of such insurance shall be paid on a pro rata basis by the Founding Members and Trade Members. The pro rata share of each Founding Member and Trade Member shall be one divided by the total number of Founding Member and Trade Member, multiplied by 100 percent.

3. Each of the Members shall defend, indemnify and hold each of the other Members and the Authority harmless from, or as a result of, the death of any person, or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall be caused or contributed to by any acts done or any errors or omission of the indemnifying Member or its officers, agents, servants, employees or contractors during the course of carrying out this Agreement.

SECTION 19

SEVERABILITY

If any part, term or provision of the Agreement is determined by a court of law to be illegal or in conflict with any law of the State of California or otherwise unenforceable, the validity of the remaining parts, terms or provisions shall not be affected.

SECTION 20

SUCCESSORS; ASSIGNMENT

1. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members.

2. Except to the extent expressly provided in this Agreement, a Member may not assign any right or obligation hereunder without the consent of the Board.

SECTION 21

AMENDMENT

This Agreement may only be amended by a written amendment to this Agreement executed by a majority of the Founding Members and any Trade Member extended that right by the Founding Members upon the admission of the Trade Member.

SECTION 22

FORM OF APPROVALS

1. Whenever an approval is required by this Agreement, unless the context specified otherwise, it shall be given by resolution duly and regularly adopted by the Member whose consent is required.

2. Whenever an approval is required by the Authority, it shall be by resolution duly and regularly adopted by the Board unless the Executive Director can give such approval.

SECTION 23

SECTION TITLES

Section titles in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions of the Agreement.

DRAFT

SIGNATURES

Each Member signs this Agreement by the properly designated Officer of each Member; and when so signed by Each Member, this Agreement shall be the effective on March 12, 2025. Each Member may sign the signature page of this Agreement separately; and once each Member has signed its respective signature page, this Agreement shall be effective and shall constitute the whole Agreement of the Members.

CITY of BELL GARDENS A Municipal Corporation	CITY of COMMERCE A Municipal Corporation	
By: Its Mayor	By: Its Mayor	
Date:	Date:	
Attest: City Clerk	Attest: City Clerk	
By:	By:	
Approve: City Attorney	Approve: City Attorney	
By:	By:	
CITY of COMPTON A Municipal Corporation	CITY of CUDAHY A Municipal Corporation	
By: Its Mayor	By: Its Mayor	
Date:	Date:	
Attest: City Clerk	Attest: City Clerk	
By:	By:	
By: Approve: City Attorney	By: Approve: City Attorney	

Sixth Amended and Restated Joint Powers Authority Agreement (2020)

CITY of HAWAIIAN GARDENS A Municipal Corporation

By: Its Mayor

Date: _____

Attest: City Clerk

By: _____

Approve: City Attorney

By: _____



CUDAHY OPEN MINDS, OPEN DOORS Incorporated November 10, 1960 ITEM 4-10

5220 Santa Ana Street Cudahy, CA 90201 Phone: (323) 773-5143 Fax: (323) 771-2072 www.cityofcudahy.com

February 18, 2025

Mayor Elizabeth Alcantar Loza

Vice Mayor

Cynthia Gonzalez, Ed.D

Martin U. Fuentes

Amanda Gomez

Councilmember Daisy Lomeli City Manager

Alfonso Noyola, ICMA-CM

California Cities for Self-Reliance Joint Powers Authority P.O. Box 790 Bellflower, CA 90707

Attn: Juan Garza, Executive Director

VIA FIRST CLASS MAIL AND EMAIL

Re: Notice of Withdraw from the Self-Reliance Joint Powers Authority

Dear Mr. Garza,

On January 21, 2025, the City Council unanimously approved that the City of Cudahy commence the process of withdrawal from the Self-Reliance Joint Powers Authority ("Authority").

Therefore, the City of Cudahy is now providing thirty (30) days' notice of its withdrawal from the Authority per the provisions outlined in Section 7, 2(a) of the Agreement.

Should you have any questions regarding the City's withdrawal from the Authority, please contact me at (323) 773-5143 x226.

Sincerely,

lifonso Novola

Alfonso Noyola, ICMA-CM City Manager

Enclosure: January 21, 2025, Minutes

Page 1



Item Number 14F

STAFF REPORT

Date: January 21, 2025

To: Honorable Mayor/Chair and City Council/Successor Agency Members

From: Alfonso Noyola, City Manager/Executive Director By: City Attorney's Office and City Clerk's Office

Subject: Discussion and Direction Regarding Potential Withdrawal from the California Cities for Self-Reliance Joint Powers Authority

RECOMMENDATION

The City Council is requested to discuss and consider directing staff to commence the withdrawal process from the California Cities for Self-Reliance Joint Powers Authority.

BACKGROUND / ANALYSIS

On July 11, 2001, The California Cities for Self-Reliance Joint Powers Authority Self-Reliance Joint Powers Authority ("Authority") was formed through a Joint Powers Agreement adopted by the City Councils of the Cities of Bell Gardens, Commerce, Gardena, and Hawaiian Gardens. Subsequently, the Cities of Compton and Inglewood elected to become members and were admitted as members in 2006. The City of Cudahy elected to become a member and was admitted in 2016. The City of Gardena withdrew as a member in 2015 and rejoined in 2018.

On July 8, 2020, the City of Cudahy withdrew from the Authority and rejoined in 2021. Given the City of Cudahy ("City") did not have an operational gaming establishment located in the City at the time of rejoining, the City negotiated to contribute half of the amount outlined in the Bylaws for a total contribution of fifteen thousand (\$15,000), until the City has an operational gaming establishment, which at that time the City will contribute thirty thousand (\$30,000) per fiscal year.

Recently, Council Member Fuentes, as the City's representative on the Authority, requested that we place an item on the agenda to discuss and for the Council to provide direction as to

Staff Report 01/21/2025

Page 1 of 2

whether the City should continue its membership with the Authority, given that there is no casino established in the City.

Per the provisions outlined in Section 7(1) of the Authority Agreement, the City as Member can withdraw from the Authority by giving each Member 30 days written notice. The withdrawal takes effect 30 days from the date the notice is sent.

CONCLUSION

Accordingly, it is recommended that the City Council discuss and consider directing staff to begin the process of withdrawing from the Authority.

FISCAL IMPACT

The cost of being part of the Authority is \$17,500 per fiscal year. The following fiscal year, 2025-26, payment is due on July 1, 2025.

ATTACHMENTS

- A. Memorandum of Understanding
- B. Prior California Cities for Self-Reliance Joint Powers Authority Agreement

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of March 15, 2021, by and between the City of Cudahy, a municipal corporation ("City") and the California Cities for Self-Reliance Joint Powers Authority comprised of the City of Hawaiian Gardens, City of Compton, City of Bell Gardens, City of Commerce, and the City of Cudahy, each of which is a municipal corporation (hereafter called "Member" or "Members").

WHEREAS, the California Cities for Self-Reliance Joint Powers Authority comprised of the Members shall be known as the ("Authority"); and

WHEREAS, on February 20, 2013, the Authority was created by various municipalities each who are authorized and empowered under California law and local ordinances to license the operation and ownership of card clubs (hereafter called "gaming establishments"), license employees to work in gaming establishments, and otherwise regulate the operation of the gaming establishments; and

WHEREAS, per section 15, paragraph 2 of the Authority's Bylaws ("Bylaws"), commencing with the 2014-2015 fiscal year, each Member is set to contribute thirty thousand (\$30,000), or such greater sum the Members may agree to contribute to the Authority; and

WHEREAS, the City of Cudahy ("City") does not currently have an operational gaming establishment located in the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, City and the Authority agree as follows:

Section 1. Commencing the 2021-22 fiscal year, the City of Cudahy ("City) will contribute fifteen thousand (\$15,000) to the Authority until the City has an operational gaming establishment. Once the City has an operational gaming establishment, the City shall adjust its contribution to the full current Authority membership amount once the City has an operational gaming establishment. The City representative(s) selected to the Board shall be permitted to a Board Member stipend that is half of the current stipend until the

City has operational gaming establishment; once the gaming establishment is established, the City representatives shall receive the full Board Member stipend.

Each Member signs this Memorandum of Understanding ("MOU") by the properly designated Officer of each Member; and when so signed by Each Member, this MOU shall be effective on March 15, 2021. Each Member may sign the signature page of this MOU separately; and once each Member has signed its respective signature page, this MOU shall be effective and shall constitute an amendment to the whole agreement of the Members.

(SIGNATURES ON FOLLOWING PAGES)

By:	By: Henry Garcia, Interim City Manager
03/16/2021 Date:	Date:
Attest: Authority Clerk	Attest: City Clerk
Ву:	By:Richard Iglestas
	Approve: City Attorney

By: Net M. Park

Final Minutes Approved February 4, 2025

MINUTES

CUDAHY CITY COUNCIL REGULAR MEETING and CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION JOINT MEETING

January 21, 2025, 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar Loza called the meeting to order at 6:34 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Martin Fuentes Council / Agency Member Amanda Gomez Council / Agency Member Daisy Lomelí Vice Mayor / Vice Chair Cynthia Gonzalez Mayor / Chair Elizabeth Alcantar Loza

ABSENT: None

ALSO PRESENT: City Manager, Alfonso Noyola, Assistant City Manager/Community Development Director, Juan Arauz, City Attorney, Stephanie Arechiga, City Clerk, Richard Iglesias, Assistant City Clerk, Estefania Zamora, Finance Director, Joshua Calhoun, Community Services Director, Brenda Rodriguez, Public Works Director, Raul Diaz, Assistant to the City Manager, John Peraza, Executive Assistant to the City Manager, Janet Andrade, and Community Preservation Manager, Raul Mazariegos.

3. APPROVAL OF AGENDA

Motion: <u>Vice Mayor Gonzalez</u> motioned to approve the agenda as is, seconded by Council Member Lomelí. Motion passed 5-0 by the following roll call vote:

AYES:	Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar Loza
NOES:	None
ABSENT:	None
ABSTAIN:	None

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Fuentes.

City Doubleful loop and Agency Minutes of 1,215-025

community, the need for more community policing, parents responsibility, and providing resources to families.

<u>Mayor Alcantar Loza</u> echoed her colleague's comments of solidarity regarding wildfires and thanked staff for quickly providing information on air quality and safety, addressed rumors related to ICE and urged the public to document and verify information before sharing, proposed an addendum to the immigration support initiative to include guidance on how to document and verify information, shared the importance of supporting small businesses and suggested creating a "Cudahy Shopping Guide" to promote them, mentioned ongoing conversations with Los Angeles County Supervisor Janice Hahn regarding the support needed in Cudahy.

9. CITY MANAGER REPORT (information only)

10. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

11. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: <u>Council Member Gonzalez</u> motioned to waive full reading of resolutions and ordinances, seconded by <u>Council Member Lomelí</u>. Motion passed 5-0 by the following roll call vote:

AYES:Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar LozaNOES:NoneABSENT:NoneABSTAIN:None

12. CONSENT CALENDAR

AS CITY COUNCIL

A. Consideration to Review and Approve the Draft Minutes of December 3, 2024, for the Special Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 3, 2024.

Recommendation: The Successor Agency is requested to approve the Recognized Obligation Payment Schedule (ROPS) for the fiscal period of July 1, 2025 to June 30, 2026 (ROPS 25-26), for submission to the City of Cudahy Oversight Board.

Motion: <u>Board Member Gomez</u> motioned to approve Consent Calendar items 12D-12E, seconded by <u>Board Member Fuentes</u>. Motion passed 5-0 by the following roll call vote:

AYES:Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar LozaNOES:NoneABSENT:NoneABSTAIN:None

13. PUBLIC HEARING

A. A Public Hearing to Consider and Adopt Resolution No. 25-01 of the City Council Approving the Community Development Block Grant ("CDBG") Programs and Funding for Fiscal Year 2025-202

Presented by Senior Planner

Recommendation: The City Council is requested to take the following action(s): Open the public hearing, receive testimony and presentation of the proposed programs; and Authorize City staff to release a Request for Proposal to seek qualified consulting firms for the provisions of CDBG Housing Rehabilitation Services and CDBG Administration for Fiscal Year 2025-26; and Authorize City staff to release a Request for Proposal to seek qualified organizations/providers to administer the Youth Crime Prevention Program for Fiscal Year 2025-26; and Adopt Resolution No. 25-01 approving the CDBG programs and budget for Fiscal Year 2025-2026; and Authorize the City Manager to execute all contracts and agreements with the Los Angeles County Development Authority, CDBG Program subrecipients, and CDBG Program consultants.

At 7:45 p.m. Mayor Alcantar Loza opened public comment, there being none, closed public comment.

Motion: <u>Council Member Fuentes</u> motioned to open the public hearing, receive testimony and presentation of the proposed programs; and authorize City staff to release a Request for Proposal to seek qualified consulting firms for the provisions of CDBG Housing Rehabilitation Services and CDBG Administration for Fiscal Year 2025-26; and Authorize City staff to release a Request for Proposal to seek qualified organizations/providers to administer the Youth Crime Prevention Program for Fiscal Year 2025-26; and Adopt Resolution No. 25-01 approving the CDBG programs and budget for Fiscal Year 2025-2026; and Authorize the City Manager to execute all contracts and agreements with the Los Angeles County Development Authority, CDBG Program subrecipients, and CDBG Program consultants, seconded by <u>Council Member Lomelí.</u> Motion passed 5-0 by the following roll call vote:

AYES: Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar Loza

City Council/Surdessor Agency Minutes of 1/21/2025

Recommendation: The City Council is requested to: Receive and file the Fiscal Year (FY) 2024-2025 Mid-Year Budget review and related reports; and Adopt proposed Resolution No. 25-02 augmenting the City of Cudahy Fiscal Year (FY) 2024-2025 City Budget.

Motion: <u>Vice Mayor Gonzalez</u> motioned to receive and file the Fiscal Year (FY) 2024-2025 Mid-Year Budget review and related reports and adopt proposed Resolution No. 25-02 augmenting the City of Cudahy Fiscal Year (FY) 2024-2025 City Budget, seconded by <u>Council Member Gomez</u>. Motion passed 5-0 by the following roll call vote:

AYES:Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar LozaNOES:NoneABSENT:NoneABSTAIN:None

D. Adoption of the City's 2025 Legislative Platform (Platform)

Presented by the Assistant to the City Manager

Recommendation: The City Council is requested to adopt the 2025 Legislative Platform (Platform) to guide the City's legislative priorities and funding efforts at the local, regional, state, and federal levels of government.

Motion: <u>Mayor Alcantar Loza</u> motioned to adopt the 2025 Legislative Platform (Platform) to guide the City's legislative priorities and funding efforts at the local, regional, state, and federal levels of government with edits to include on page 14, state encroachments, page 16, policies that expands health care that includes doula care, Medicare for all regardless of immigration status, technology education advancement access, and changing mental health to behavioral health, seconded by <u>Council Member Lomelí</u>. Motion passed 5-0 by the following roll call vote:

AYES:Fuentes, Gomez, Lomelí, Gonzalez, and Alcantar LozaNOES:NoneABSENT:NoneABSTAIN:None

E. Consideration to Appoint a Delegate and Alternate to the Southeast Gateway Line Corridor Cities Committee

Presented by the City Clerk

Recommendation: The City Council is recommended to appoint a Delegate and Alternate to the Southeast Gateway Line Corridor Cities Committee.

17. CLOSED SESSION ANNOUNCEMENT - NONE

18. ADJOURNMENT

The City Council / Agency meeting adjourned at 9:58 p.m.

Elizabeth Alcantar Loza Mayor

ATTEST: Richard Iglesias City Clerk

City Council Successor Agency Minutes of 1/2 U2025

ITEM 5-2



TO: Honorable Chair and Members of the Governing Board

FROM: Juan Garza, Executive Director

SUBJECT: Executive Director Report/Summary

DATE: March 12, 2025

- 1) JPA Membership Expansion Updates
- 2) Upcoming 2025 Gaming Efforts:
 - a. Judicial (ongoing)
 - b. Legislative (monitoring)
 - c. Regulatory (AG Regs Written=4/2; Hearing Player Rotation=4/2; Blackjack=4/4)
 - d. Public Initiative (ongoing)
- 3) Contract Cities Engagement (Commerce Casino Next Wednesday Night & Annual Membership)
- 4) Annual Form 700 Reporting Updates Due April 1