

** EXTERNAL EMAIL ** Use caution opening attachments or clicking on links from unknown senders. **

From: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Sent: Monday, February 8, 2021 11:01 AM
To: Julia Sellers <julia@costanzolaw.com>
Subject: RE: Employment Agreement

Hi Julia, can you send me the updated version, I appreciate it, thanks

From: Julia Sellers <julia@costanzolaw.com>
Sent: Wednesday, January 20, 2021 3:18 PM
To: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Cc: Neal Costanzo <neal@costanzolaw.com>
Subject: Employment Agreement

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Chief,

Attached is what I would propose as the Employment Agreement for you. I have changed the format because the existing format of the Agreement does not work as well when it comes to applying the termination provision, at least from your perspective. On the salary, I did not include what you included in your draft, an automatic five percent raise each year, because I think the Council will balk at that. I think you are probably better off leaving it as I have indicated that you will receive salary increases annually consistent with the annual evaluation that is provided for by the Agreement. I did include the five percent bilingual and education pay to cover what should have but what was not paid to you under your last agreement. The five percent would revert back to the two- and one-half percent once what was not paid has been fully paid. Let me know what you think, as soon as you can so that I can forward this off to the City Council for their review in advance of our meeting.

Neal

Sent by: Julia Sellers
Costanzo & Associates PC
575 E. Locust Ave., Suite 115
Fresno, CA 93720
(559) 261-0163

Garza, Jose (Parlier PD)

From: Garza, Jose (Parlier PD)
Sent: Friday, February 12, 2021 10:48 AM
To: Neal Costanzo
Subject: RE: Employment Agreement

Good morning Neal, I appreciate it if you can put this on Close Session Agenda for Council to vote on. I have so many projects to work on and it's hard to focus on not knowing if I'm going to continue employment with the City. Thank you Neal, let me know

From: Garza, Jose (Parlier PD)
Sent: Monday, February 8, 2021 12:24 PM
To: Neal Costanzo <neal@costanzolaw.com>
Subject: FW: Employment Agreement

Hi Neal, I had two small changes, I appreciate it if you can add the word ethically to the below paragraph and add my membership to International Association of Chiefs of Police, thank you Neal

NATURE OF EMPLOYMENT

The City employs, engages and hires Employee as Chief of Police and Employee accepts and agrees to such hiring, engagement and employment. Subject to the supervision and pursuant to the orders, advice and directions of the City Manager, Employee shall direct the City's Police Department, and shall perform other duties, as specified in the City Code, the Government Code of the State of California and as are customarily performed by one holding that position in other similar cities and shall also additionally render other, related services and duties as may be lawfully and ethically assigned to Employee from time to time by the City Manager or the City Council.

PROFESSIONAL DEVELOPMENT/AUTOMOBILE

City shall, subject to budget limitations, pay the travel and lodging expenses of Employee for professional and office travel, meetings and occasions related to continued professional development of Employee and to adequately pursue necessary official or other functions for City including, but not limited to, the annual general meeting of the International Association of Chiefs of Police/League of California Cities and the pertinent departments thereof and such other meetings of professional groups of which Employee may be a member or an officer, including California Police Chiefs' Association and Fresno/Madera Counties Police Chiefs' Association.

From: Julia Sellers <julia@costanzolaw.com>
Sent: Monday, February 8, 2021 11:21 AM
To: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Subject: RE: Employment Agreement

Garza, Jose (Parlier PD)

From: Garza, Jose (Parlier PD)
Sent: Wednesday, February 17, 2021 2:06 PM
To: Neal Costanzo
Subject: RE: Employment Agreement

Hi Neal, Lt Cerda and I did a preliminary investigation on Bertha's accusations on Juan impersonating himself as a Peace Officer back in 2017. I spoke with Bill Leist on my preliminary investigation so when you have a few minutes I like to discuss it with you. Thank you Neal

From: Neal Costanzo <neal@costanzolaw.com>
Sent: Friday, February 12, 2021 11:33 AM
To: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Subject: RE: Employment Agreement

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Believe me, I know the feeling. I will make those changes and it will be on the closed session. let me know if you think my plan is good one. I know they will want to initially talk about Torres and Sukie. I think we have come to a resolution on that issue that they need to abide by and I would like to have you involved in that discussion. I am hoping they will agree to abide by the arrangements we all agreed to at our meeting on Monday.

If they do, I think they would necessarily need to renew the agreement and I see nothing in the terms of that agreement that are not entirely reasonable, and since I have on this agenda your measure Q I think it would be foolhardy for them not to renew the agreement. But, I don't think I can get to that point without temporally kicking you out of the room, because I don't think they will feel free to talk about how they really feel about the Torres/Sukie issue with you in the room, and that is the one thing that I think is holding up your agreement. So, I guess I am asking you to trust me in dealing with the renewal of your contract, but I really do think having you there when we at least initially discuss their willingness to even renew the contract, as opposed to negotiation on monetary terms, will cause at least three of them to refuse to do it based on what is essentially their speculation about how this whole Torres/Suki incident came about or how it is being handled. On the other hand, I am pretty sure that if your not there I can convince them that their speculation is wrong and they have no legitimate reason not to renew your contract and that failing to do so is going to have consequences for the city and the council members that refuse.

Let me know what you think.

From: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Sent: Friday, February 12, 2021 10:48 AM
To: Neal Costanzo <neal@costanzolaw.com>
Subject: RE: Employment Agreement

Good morning Neal, I appreciate it if you can put this on Close Session Agenda for Council to vote on. I have so many projects to work on and it's hard to focus on not knowing if I'm going to continue employment with the City. Thank you Neal, let me know

From: Garza, Jose (Parlier PD)
Sent: Monday, February 8, 2021 12:24 PM

Garza, Jose (Parlier PD)

From: Garza, Jose (Parlier PD)
Sent: Wednesday, March 31, 2021 5:29 PM
To: Neal Costanzo
Cc: Sonia Hall
Subject: FW: agreement
Attachments: Employment Agreement - Jose Garza (00019740xA7AA3).docx

Hi Neal, in reviewing my contract, I would like the information talking about Consumer Price Index removed from the contract and just indicate 5% increase. 5% Increase reimbursed back to my anniversary September 7, 2020 or January 1, 2021 with 5% increase each year 2022, 2023 and 2024.

Call me if you have any questions, thank you

Employee shall receive on execution of this Agreement a salary increase in the amount of the percentage increase of the Consumer Price Index for 2020. Employee shall receive each year on the anniversary date of this Agreement, for so long as this Agreement is in effect a Cost of Living increase equal to the amount of the Consumer Price Index for that year. Notwithstanding the foregoing, in the event the voters approve a measure that extends the parcel tax approved as Measure Q then in lieu of the cost of living increase Employee shall receive a 5% salary increase on the anniversary date of this Agreement.

From: Julia Sellers <julia@costanzolaw.com>
Sent: Thursday, March 18, 2021 3:44 PM
To: Garza, Jose (Parlier PD) <Jose.Garza@fcle.org>
Subject: agreement

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