



**MAYOR:**  
**MAYOR PRO TEM:**  
**COUNCIL MEMBER:**  
**COUNCIL MEMBER:**  
**COUNCIL MEMBER:**

JOHN LIZALDE  
ARISTON JULIAN  
GINA RUBALCABA  
TONY RAMIREZ  
VIRGINIA PONCE

**CITY ADMINISTRATOR:**  
**CITY ATTORNEY:**  
**CITY CLERK:**  
**CITY TREASURER:**

CRUZ W RAMOS  
PHILIP F. SINCO  
JOICE E. RAGUZ  
MEGAN LIZALDE

## AGENDA

### GUADALUPE CITY COUNCIL

#### SPECIAL MEETING

TUESDAY, MAY 8, 2018

SPECIAL SESSION 5:45 PM

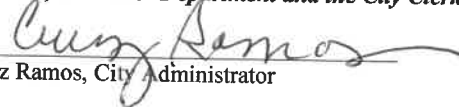
City Hall, Council Chambers  
918 Obispo Street, Guadalupe, California 93434

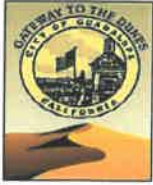
*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's office, (805) 356-3891. Notification of at least 72 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

*If you wish to speak concerning any item on the agenda, please complete the Request to Speak form that is provided at the rear of the Council Chambers prior to the completion of the staff report and hand the form to the City Clerk. **Note:** Staff Reports for this agenda, as well as any materials related to items on this agenda submitted after distribution of the agenda packet, are available for inspection at the office of the City Administrator, City Hall, 918 Obispo Street, Guadalupe, California during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday; telephone (805) 356-3891.*

1. **CALL TO ORDER.**
2. **ROLL CALL.** Council Members Tony Ramirez, Virginia Ponce, Gina Rubalcaba, Ariston Julian and Mayor John Lizalde.
3. **PLEDGE OF ALLEGIANCE.**
4. **AMENDMENT # 3 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GUADALUPE AND GARY L. HOVING.**
  - a. Written staff report (Philip F. Sinco, City Attorney)
  - b. City Council discussion and consideration.
  - c. It is recommended that the City Council approve and authorize the Mayor to sign Amendment #3 to the Employment Agreement between the City of Guadalupe and Gary L. Hoving.
5. **ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the City Hall display case, the Water Department and the City Clerk's office not less than 24 hours prior to the meeting. Dated this 7th day of May 2018.*

By:   
Cruz Ramos, City Administrator



## AGENDA REPORT

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**SUBJECT/TITLE:**

**PROPOSED AMENDMENT TO EMPLOYMENT AGREEMENT WITH DIRECTOR OF PUBLIC SAFETY GARY L. HOVING**

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**RECOMMENDATION:**

- 1. AUTHORIZE MAYOR TO EXECUTE AMENDMENT #3 TO EMPLOYMENT AGREEMENT WITH GARY L. HOVING**

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**EXECUTIVE SUMMARY:**

Chief Gary Hoving announced that he is retiring on July 1, 2018, at the end of his current employment contract with the City of Guadalupe. Chief Hoving also expressed willingness to stay on as the Director of Public Safety after the expiration of his current contract if the City is unable to hire a new Chief of Police by July, 1, 2018.

Accordingly, the City wants to extend Chief Hoving's employment agreement until September 30, 2018, subject to termination by either party upon six (6) weeks' notice. The only other material change to the existing agreement is that certain expenses that are paid on an annual basis will be prorated and paid on a reimbursement basis.

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**FISCAL IMPACT:** None. The City will continue to incur the same costs for the Director of Public Services under the amendment to the employment agreement.

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Prepared by: Philip Sinco, City Attorney

Meeting Date: 8 May 2018

City Administrator Approval: \_\_\_\_\_

Agenda Item: \_\_\_\_\_

**AMENDMENT #3 TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF GUADALUPE AND GARY L. HOVING**

Pursuant to Section 16(A) of the Employment Agreement ("Agreement") dated June 25, 2013, and Amendment #2 to that agreement, dated June 28, 2017, between the City of Guadalupe ("City") and Gary L. Hoving ("Employee"), City and Employee hereby agree to extend the Agreement as follows:

1. The changes set forth in this Amendment #3 shall become effective at 12:01 a.m. on July 1, 2018.

2. Section 1 is revised to read as follows:

The term of this agreement shall be extended for an additional period of three (3) months from July 1, 2018, until September 30, 2018. Notwithstanding the term of the agreement, this agreement may be terminated without cause by either party upon six (6) weeks' notice, and in addition, Employee acknowledges that this agreement may be terminated with cause at any time and without any notice or right of appeal except as may otherwise be required by the Peace Officers Procedural Bill of Rights. Employee shall be entitled only to such benefits upon termination as are explicitly set forth in this agreement.

3. Section 8 is amended to include the following:

F. In addition, Employee may be terminated without cause upon six (6) week's written notice from the City Administrator without the need for any action by the City Council if such termination is due to the hiring of a new Chief of Police.

4. Section 9 is amended to include the following:

D. If Employee is terminated as provided in Section 8(F), Employee will not be entitled to any severance pay.

5. Section 13(C) is revised to read as follows:

City shall provide, on a reimbursement basis, up to three (3) months' premium for Employee to obtain or maintain liability insurance for work-related liability for the period of July 1, 2018 through September 30, 2018, in an amount not to exceed \$162.50.

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All other provisions of the Agreement and Amendment #2 to the Agreement not revised by this Amendment #3 shall remain in full force and effect. To the extent there is a conflict between this Amendment #3 and the Agreement or Amendment #2 to the Agreement, this Amendment #3 shall prevail.

**CITY OF GUADALUPE**

**GARY L. HOVING**

By: \_\_\_\_\_  
John Lizalde, Mayor

By: \_\_\_\_\_  
Gray L. Hoving

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form:  
CITY ATTORNEY

By: \_\_\_\_\_  
Philip F. Sinco