

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

June 18, 2019
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

(Remote Location)
Newport Beach Marriott Hotel and Spa
900 Newport Center Drive
Newport Beach, CA 92660

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

GENERAL BUSINESS:

- A. City Attorney: First Amendment to City Manager Employment Agreement.
- B. City Attorney: Interim City Manager Employment Agreement.

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street,

Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 6/18/2019	AGENDA SECTION: A
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SUBJECT:

City Attorney: First Amendment to City Manager Employment Agreement.

RECOMMENDATION: That the City Council consider and take action on the First Amendment to the City Manager's Employment Agreement.

BACKGROUND:

City Manager Darrel Pyle's Employment Contract expires on June 30, 2019, and Mr. Pyle informed the City that he will leave the City's employment.

Mr. Pyle intends to work through July 5, 2019 to address open matters. In order for Mr. Pyle to remain employed by the City during the period July 1 through July 5, it is necessary to extend the term of his Employment Agreement.

The attached First Amendment extends the term of Mr. Pyle's Employment Agreement through July 5.

Mr. Pyle's participation in the lawsuit brought by Helena Agri-Enterprises, LLC (Helena) against the City may be necessary after July 5. As a result, the First Amendment states that Mr. Pyle will provide the assistance needed by the City in the Helena proceedings, and the City will pay Mr. Pyle's travel and lodging expenses if he is required to engage in out-of-town travel in order to participate. Mr. Pyle will not be entitled to any further compensation from the City for his participation in the Helena proceedings.

FISCAL IMPACT:

ATTACHMENTS:

6.18.19 First Amendment to Employment Agreement

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

* * * * *

This First Amendment to Employment Agreement is made on the 18th day of June, 2019, by and between the CITY OF HANFORD, a municipal corporation (“**City**”), and DARREL L. PYLE (“**Employee**”), with respect to that Employment Agreement (“**Agreement**”), effective June 21, 2016. City and Employee are collectively referred to herein as the “**Parties**” and singularly as a “**Party**.”

For valuable consideration, the receipt of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. The June 30, 2019 expiration date identified in Section 2 of the Agreement shall be July 5, 2019. The extension of the expiration date will allow Employee to address certain matters for which he is responsible.

2. The Parties acknowledge that City is a named defendant in litigation (“**Helena Litigation**”) (Kings County Superior Court Case No. 17C0102) pursued by Helena Agri-Enterprises, LLC, a Delaware limited liability company (“**Helena**”). Employee is familiar with events associated with the Helena Litigation. Employee may be called upon by City during the Helena proceedings and shall provide the assistance reasonably requested by City, including, but not limited to the provision of testimony at depositions and at trial. If Employee participates in any proceedings at City’s request and is required to engage in out-of-town travel away from his then-current workplace, City shall pay Employee’s travel and lodging expenses, which shall be subject to approval by City before costs are incurred. Employee accepts such terms as partial consideration for the provisions contained herein. City will not be required to pay any compensation or provide any other consideration to Employee for his participation in the Helena Litigation that is in addition to City’s payment of Employee’s travel and lodging expenses described herein.

3. All terms and conditions of the Agreement not otherwise amended herein shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Agreement in Hanford, Kings County, California.

CITY

City of Hanford, a municipal corporation

Dated: June _____, 2019

By: _____
SUE SORENSEN
Mayor

EMPLOYEE

Dated: June _____, 2019

DARREL L. PYLE

APPROVED AS TO FORM

ATTEST

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P., City Attorneys

SARAH MARTINEZ
City Clerk

By: _____
TY N. MIZOTE

Attachment: 6.18.19 First Amendment to Employment Agreement (Attorney: Amendment to CM Agreement)



AGENDA STAFF REPORT

MEETING DATE: 6/18/2019	AGENDA SECTION: B
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SUBJECT:

City Attorney: Interim City Manager Employment Agreement.

RECOMMENDATION: That the City Council consider and take action on the Employment Agreement for an Interim City Manager.

BACKGROUND:

City Manager Darrel Pyle's employment with the City will end on July 5, 2019.

The City will undertake the process to recruit and hire a new City Manager. In the meantime, the City Council intends to hire an Interim City Manager.

The City Council interviewed Mike Olmos for the Interim City Manager position.

Mr. Olmos is a graduate of Porterville High School and Fresno State University. He is trained professionally as a land use and environmental planner and has over forty years of experience as a city planner, public works professional, economic developer, local government manager, and city manager.

After graduating from college, Mr. Olmos worked for Tulare County for eleven years as a regional land use and environmental planner, including working for the Tulare County Local Agency Formation Commission. He worked as a private sector planner with Quad Consultants (now Quad Knopf). Mr. Olmos later worked for the City of Tulare as Director of Building and Planning in the late 1980s.

From 1990 to 2001, Mr. Olmos worked for the City of Reedley as Community Development Director and Assistant City Manager. Mr. Olmos's responsibilities in Reedley included all

planning, building and development services, all public works services, all engineering and capital projects services, and all utility operations.

Mr. Olmos worked for the City of Visalia from 2001 to 2017 in various positions, including City Planner, Community Development Director, Public Works Director, Assistant City Manager, and City Manager (2013-2017).

Since his retirement from the City of Visalia, Mr. Olmos has engaged in volunteer activities with numerous nonprofit organizations.

Following Mr. Olmos's interview, the City Council directed the City Attorney to draft the attached Employment Agreement. Pursuant to the Employment Agreement, Mr. Olmos will serve as Interim City Manager until January 3, 2020, unless the City or Mr. Olmos elect to terminate the Agreement early. Mr. Olmos will be paid a salary of twelve thousand dollars (\$12,000.00) per month and will be reimbursed for business-related expenses. Mr. Olmos will not be entitled to any other compensation or benefits.

FISCAL IMPACT:

ATTACHMENTS:

6.18.19 Employment Agreement - Interim City Manager

EMPLOYMENT AGREEMENT

* * * * *

This Employment Agreement (“**Agreement**”) is effective the 3rd day of July, 2019, and is made by and between the City of Hanford, California, a municipal corporation (“**City**”), and Anthony Michael Olmos (“**Employee**”).

SECTION 1. DUTIES.

City hereby employs Employee as Interim City Manager to perform the functions and duties specified in the laws of the State of California and Ordinances and Resolutions of the City, and to perform such other duties and functions as the Hanford City Council (“**Council**”) shall from time-to-time assign.

SECTION 2. TERM OF AGREEMENT.

Subject to the termination provisions hereof, Employee’s employment as Interim City Manager shall commence July 3, 2019 and shall end on January 3, 2020.

SECTION 3. TERMINATION OF AGREEMENT.

- A. Employee shall serve at the pleasure of the Council and shall be an “AT-WILL” employee of City.
- B. Either party may terminate this Agreement immediately for cause by providing written notice to the other party.
- C. Either party may terminate this Agreement for no cause by providing fourteen (14) calendar days’ prior written notice to the other party.
- D. Employee shall remain in the exclusive employ of City and shall not accept other employment until such time as Employee resigns or is terminated by City, or upon written approval of City; provided however, this subsection shall not be interpreted to prohibit Employee from providing volunteer services to non-profit organizations.

SECTION 4. SALARY.

City shall pay Employee a monthly salary of twelve thousand dollars (\$12,000.00) for services rendered, payable in installments at the same time that other employees of City are paid.

SECTION 5. REIMBURSEMENT FOR EXPENSES.

Employee shall be entitled to reimbursement of reasonable business-related expenses. Such reimbursement shall not include costs associated with the use of Employee’s personal vehicle to travel between Employee’s home and place of work.

SECTION 6. BENEFITS.

Compensation provided to Employee under this Agreement shall be limited to payments occurring pursuant to Sections 4 and 5 above, and Employee shall not receive vacation days, sick leave, retirement benefits, insurance, or any other benefits. The preceding sentence, however, shall not be interpreted to preclude Employee from taking reasonable time off for illness and personal business.

SECTION 7. BONDING.

City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 8. NOTICES.

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service (certified mail, return receipt requested) or deposit in the custody of a nationally recognized delivery service, addressed as follows:

CITY:

City of Hanford
Attn: Mayor
319 N. Douty Street
Hanford, CA 93230

EMPLOYEE:

Anthony Michael Olmos
31133 Mountain View St.
Visalia, CA 93292

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission of the United States Postal Service or nationally-recognized delivery service. Notice mailed must include/utilize delivery confirmation or the equivalent service offered by the delivery service at the time notice is mailed.

SECTION 9. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the parties, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

B. This Agreement shall not be assignable by either party without the express written consent of the other.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Any modification of this Agreement will be effective only if it is in writing and signed by both Employee and City.

E. No waiver or any breach of any term, condition or provision of this Agreement shall constitute a waiver of any other breach of any other term, condition or provision and no consent of one party to any departures by the other shall be effective unless such waiver shall be in writing and shall be signed by the non-waiving party or a duly authorized agent thereof and the same shall be effective only for a period, on the conditions, and for the specific instances and purposes specified in such writing. No notice to or demand on the non-waiver party in any case shall entitle the non-waiving party to any other or further notice or demand in similar or other circumstances.

F. This Agreement shall be governed by the laws of the State of California. The venue for any and all litigation arising from this Agreement shall be in the Superior Court for the County of Kings, California, if in state court, or the United States District Court, Eastern District of California, if in federal court. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hanford, Kings County, California.

EMPLOYEE

Dated: June __, 2019

ANTHONY MICHAEL OLMOS

CITY

City of Hanford, a municipal corporation

Dated: June __, 2019

By: _____
SUE SORENSEN, Mayor

APPROVED AS TO FORM:

ATTEST:

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P., City Attorneys

By: _____
TY N. MIZOTE

By: _____
SARAH MARTINEZ, City Clerk