

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. 2019-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPOINTING GREG FOLSOM AS CITY MANAGER OF SUISUN CITY WITH AN  
EFFECTIVE START DATE OF APRIL 2, 2019**

**WHEREAS**, the City Council, following the retirement of Suzanne Bragdon, retained Ralph Andersen and Associates to conduct a recruitment for Suisun City to find a replacement for Ms. Bragdon; and

**WHEREAS**, Ralph Andersen conducted a national search for talent that the City Council could interview in considering appointing a new City Manager; and

**WHEREAS**, at the completion of an exhaustive search, interviews and background checks, the City Council conducted a final interview with their preferred candidate, Mr. Greg Folsom on Saturday, February 9, 2019 in the City Council Chambers; and

**WHEREAS**, the City Council, following the interview and again on February 19, 2019 deliberated in Closed Session on the appointment of Mr. Greg Folsom, and

**WHEREAS**, upon the adjournment of the City Council Closed Session on February 19, 2019; and on a 5-0 vote, announced the selection of Mr. Greg Folsom as Suisun City's next City Manager;

**NOW THEREFORE BE IT RESOLVED**, the City Council of Suisun City hereby appoints Mr. Greg Folsom as City Manager of Suisun City under terms and conditions of his Employment Agreement which is attached hereto and made part of this Resolution.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> day of March 2019, by the following vote:

<b>AYES:</b>	Council Members:	<u>Adams, Day, Segala, Williams, Wilson</u>
<b>NOES:</b>	Council Members:	<u>None</u>
<b>ABSENT:</b>	Council Members:	<u>None</u>
<b>ABSTAIN:</b>	Council Members:	<u>None</u>

**WITNESS** my hand and the seal of said City this 5<sup>th</sup> day of March 2019.



Donna Pock, CMC  
Deputy City Clerk

**CITY OF SUISUN CITY**  
**CITY MANAGER**  
**EMPLOYMENT AGREEMENT**

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 5th day of March 2019, by and between the CITY OF SUISUN CITY, a general law city and municipal corporation ("City") and Gregory Folsom, an individual ("Employee").

**RECITALS**

WHEREAS, it is the desire of the City Council of the City of Suisun City (hereinafter the "City Council") to employ an individual to serve in the position of City Manager, which position is prescribed by State law, the City's Municipal Code and in the job description attached hereto as Exhibit A; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in Suisun City Municipal Code ("SCMC") Sections 2.08.080 and 2.08.230; and

WHEREAS, pursuant to SCMC Section 2.08.020, "[t]he city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability. He shall hold office at and during the pleasure of the city council . . . ." and

WHEREAS, the City requires the services of a city manager; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of city manager professional services to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

**AGREEMENT**

**1.0 EMPLOYMENT & DUTIES**

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday, Wednesday and Thursday; 8:00 a.m. to 7:00 p.m. on Tuesday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager. The foregoing shall not preclude occasional teaching, writing, or consulting performed during Employee's time off.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or

entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to Suisun City Municipal Code Section 2.40.040 and the City's Personnel Rules (Administrative Directive – AD 7) pursuant to Personnel Rule Section 1.4.9.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

## **2.0 COMPENSATION AND REIMBURSEMENT**

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be Two Hundred and Five Thousand Dollars and No Cents (\$205,000.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

2.3 CPI Increase. Effective July 1<sup>st</sup> of every year, the base Salary shall be adjusted in accordance with any increase in the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward Area ("CPI"), but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term of this Agreement. Any increase in the base Salary as a result of an increase to the CPI will be rounded up to the nearest dollar. Any changes in Employee's base Salary shall be based on the April year-to-year change.

2.4 Highest Paid Employee. Notwithstanding Employee's annual base Salary as set forth herein, the annual salary of Employee shall never be less than the annual base Salary (excluding overtime, other pay, or any incentive compensation) of the City's next highest paid employee.

## **3.0 TERM**

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on April 2, 2019 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date (“Term”) (i.e. until 11:59 p.m. on April 1, 2022 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a written amendment signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. Upon the decision of a majority of the City Council, the City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Council’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for the city manager under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre-termination or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Any illegal or unethical act involving personal gain, 10) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 11) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. By providing Employee at least thirty (30) days’ prior written notice thereof, the City Council may terminate Employee without cause but rather based upon management reasons such as implementing the City’s goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of

management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

(c) Elections. In no event may Employee be terminated within ninety (90) days without cause before or after any municipal election for the selection or recall of one or more of the members of the City Council.

#### **4.0 SEVERANCE**

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits. Employee is also entitled to accrued vacation leave. For each full year of service as City Manager for City, the amount of severance pay will be increased by one full month, capped at a maximum of eight (8) months.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the amounts provided herein. )

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution by Employee of a standard form Agreement of Separation, Severance, and General Release, to be mutually negotiated by the parties.

#### **5.0 PERFORMANCE EVALUATIONS**

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Employee and City Council agree to at a minimum, fill out an evaluation for (self-evaluation for Employee) as provided for in Exhibit B. Nothing herein shall be deemed

to alter or change the employment status of Employee (as set forth in Section 1.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder. Further, the City Council and Employee may mutually agree to use a 3<sup>rd</sup> party facilitator, such as a League of California Cities Senior Advisor, to undertake the facilitation.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 31 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

## **6.0 BENEFITS**

6.1 Benefits. City shall provide Employee those benefits, including (but not limited to) retirement/PERS Classic (non-PEPRA), vacation leave, holiday leave, insurance, executive leave, deferred compensation, sick leave, etc., provided to other executive management employees of City, except as noted below. The level of benefits to which Employee is entitled on the Effective Date of the Agreement shall remain in effect until changed by the City Council.

(a) Automobile Allowance. Employee shall be paid an automobile allowance of \$400 per month for use of personal vehicle. Additional mileage reimbursement per City policy when travel exceeds 50 miles per round trip. Employee is not precluded from using City vehicle for City business during, before, and after the normal workday if needed.

(b) Technology/Cell Phone Allowance. Employee shall be provided a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake the job of the City Manager.

(c) Vacation Leave. Vacation leave for the term of this contract shall be accrued at an annualized rate of 120 hours per year. Employee may accumulate up to 400 hours maximum Vacation Leave. Employee shall be entitled to an opening vacation balance of 80 hours. Employee shall be entitled to cash out up to 80 hours of vacation leave per fiscal year.

(d) Sick Leave. Sick leave shall be accrued at the same rate as other executive management staff per City policy. Employee shall be entitled to an opening sick leave balance of 96 hours.

(e) Executive Leave. Executive leave shall be provided at the rate of 120 hours per year. Executive leave shall be credited per City policies.

(f) Temporary Housing and Relocation Assistance. City shall provide temporary housing and relocation assistance up to a reimbursable amount of \$10,000 provided Employee resides in Suisun City within six months of Employees appointment date.

(g) Deferred Compensation. City agrees to contribute annually on behalf of Employee additional compensation in an amount equal to three and one-half percent (3.5%) of the Employee's annual base salary to a deferred compensation plan in equal installments at the same time other employees are paid, commencing with first pay period of employment. City agrees to transfer ownership to succeeding employers upon separation of employment.

## **7.0 PROFESSIONAL DEVELOPMENT**

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council, including, but not limited to, International City/County Management Association (ICMA), California City Management Foundation (CCMF), California Association for Local Economic Development (CALED), and others as appropriate

7.2 Out-of-Town Meetings & Seminars. The City agrees to pay for/reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. City agrees to pay for/reimburse Employee for registration, travel, lodging, meals and other expenses to League of CA Cities annual conference and annual League of CA Cities City Manager Department meeting. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in their sole discretion, approve such unbudgeted expenditures if they deem it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

## **8.0 BONDS AND INDEMNIFICATION**

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring



in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

## 9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. 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 promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, California 94585

To Employee:

\_\_\_\_\_  
Gregory Folsom  
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with

respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has read and executed this Agreement. and agrees to be bound by the same.

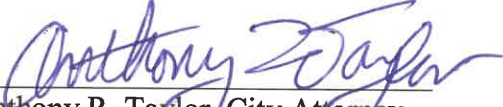
CITY OF SUISUN CITY

\_\_\_\_\_  
Lori Wilson, Mayor

ATTEST:

  
\_\_\_\_\_  
Linda Hobson, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anthony R. Taylor, City Attorney

EMPLOYEE

\_\_\_\_\_  
Gregory Folsom

respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has read and executed this Agreement. and agrees to be bound by the same.

CITY OF SUISUN CITY

  
\_\_\_\_\_  
Lori Wilson, Mayor

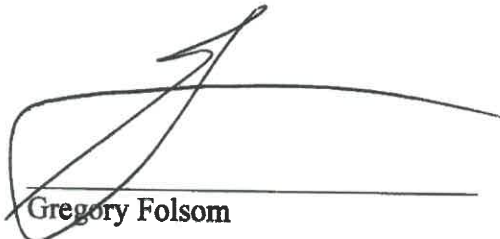
ATTEST:

  
\_\_\_\_\_  
Linda Hobson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

EMPLOYEE

  
\_\_\_\_\_  
Gregory Folsom

## Suisun City Manager Performance Evaluation

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

### Suisun City Council:

Each member of the governing body should complete this evaluation form, sign it in the space at the top of page two, and return it to Mayor Lori Wilson, or the Mayor's designee. The Annual Performance Evaluation form needs to be submitted on or before March 1, 2020 for the Annual Evaluation as prescribed in 5.0 of the City Manager's Employment Agreement. Should the City Manager desire a six-month "Check-In" related to performance, the City Council may use this same evaluation form.

The evaluation forms will be summarized and included for discussion at either a facilitated Special Closed Session or a regularly scheduled Closed Session (with or without a facilitator). If the City Council and City Manager agree to a facilitated evaluation, copies of the forms will be provided to the facilitator.

---

Lori Wilson, Mayor

---

Date

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank or should the evaluation not be turned in will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Please initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the a facilitator or by governing body (with or without a facilitator) to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

\_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"

- \_\_\_\_\_ Exercises good judgment
- \_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt
- \_\_\_\_\_ Mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## **2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## **3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group; maintains a "level playing field"
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## **4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization

- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical
- \_\_\_\_\_ Adherence to the City Manager's stated goals and objectives as provided for in 5.2 of the City Manager's Employment Agreement
- \_\_\_\_\_ If a City Council approved Work Program has been established, to what degree has it been successfully implemented?

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 5. REPORTING

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature \_\_\_\_\_
- Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 6. CITIZEN RELATIONS

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category



## 7. STAFFING

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization ,

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 8. SUPERVISION

- \_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- \_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- \_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- \_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- \_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 9. FISCAL MANAGEMENT

- \_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council

- \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- \_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- \_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- \_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## 10. COMMUNITY

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies
- \_\_\_\_\_ Is an active member of the Suisun City Community

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

---



---



---



---



---

What constructive suggestions or assistance can you offer the manager to enhance performance? \_\_\_\_\_

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? \_\_\_\_\_