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RESOLUTION NO. 2021-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE FIRST AMENDMENT TO THE 2019 THREE YEAR CITY
MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF SUISUN CITY
AND GREGORY FOLSOM**

WHEREAS, on March 5, 2019, the City Council of the City of Suisun City entered into a Three Year City Manager Employment Agreement Between City of Suisun City And Gregory Folsom (the “Agreement”); and

WHEREAS, Section 2.1 of the Agreement provides that the City Manager shall undergo an annual salary review concurrently with a performance review, as provided by Section 5.2 of the Agreement; and

WHEREAS, Section 2.1 of the Agreement provides that the City Manager’s annual salary is \$205,000 and Section 2.3 provides that the salary will be adjusted by CPI on July 1 of every year; and

WHEREAS, in July of 2019, the City Council adopted Resolution No. 2019-87 which, among other changes to executive compensation, increased the annual maximum salary of the City Manager position to \$213,204; and

WHEREAS, the City Manager waived the CPI adjustment pursuant to Section 2.3 of the Agreement that would have been effective July 1, 2020 based on the uncertainty caused by COVID-19; and

WHEREAS, on February 24, 2021, and subsequently on April 13, 2021, April 20, 2021, May 4, 2021, and May 25, 2021 the City Manager and City Council met in closed session to conduct a performance evaluation of the City Manager pursuant to Section 5.2 of the Agreement and to conduct an annual salary review pursuant to Section 2.2 of the Agreement; and

WHEREAS, Section 9.2 of the Agreement allows for any amendment, alteration, extension or modification to the Agreement in writing, by mutual consent and with the approval of the City Council; and

WHEREAS, the City Manager and the City Council agree to enter into the first amendment to the Agreement (First Amendment); and

WHEREAS, the First Amendment to the Agreement would: (1) Increase the City Manager’s base salary by 2.5%, merit increase; (2) Add advanced education compensation

1 eligibility consistent with what is provided to Executive Management Employees, currently at 3%
2 of base salary, and a one-time bonus retroactive to the City Manager's hiring date of April 1, 2019;
3 (3) Adjust vacation leave accrual to 180 hours; (4) Extend the Agreement by 2 years to March 31,
4 2024; (5) Amend Section 2.2 to require that refusal or deferral of base salary adjustment by either
5 party must be in writing; and (6) Amend Section 6.1 to provide for automatic additional
6 compensation or benefits as may be provided to Executive Management Employees; and


7 WHEREAS, the City Manager desires to accept these employment terms as such from the
8 City and has provided his written consent to the following terms and conditions in this First
9 Amendment; and

10 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun
11 City hereby approves the First Amendment to the 2019 Three Year City Manager Employment
12 Agreement Between City of Suisun City And Gregory Folsom substantially in the form of contract
13 attached hereto as Attachment A and incorporated by reference.

14 PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of
15 Suisun City duly held on Tuesday, the 22nd day of June 2021, by the following vote:

16 AYES: Council Members: Day, Hernandez, Hudson, Williams, Mayor Wilson
17 NOES: Council Members: None
18 ABSENT: Council Members: None
19 ABSTAIN: Council Members: None

20 WITNESS my hand and the seal of said City this 22nd day of June 2021.

21 
22 _____
23 Anita Skinner
24 City Clerk

**FIRST AMENDMENT TO THE
2019 CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
CITY OF SUISUN CITY AND GREGORY FOLSOM**

This FIRST AMENDMENT TO THE 2019 CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND GREGORY FOLSOM (the “First Amendment”) is made and entered into effective June 22, 2021, by and between the CITY OF SUISUN CITY, a municipal corporation (the “City”) and GREGORY FOLSOM, an individual (“City Manager”).

RECITALS

WHEREAS, on March 5, 2019, the City Council of the City of Suisun City entered into a Three Year City Manager Employment Agreement Between City of Suisun City And Gregory Folsom (the “Agreement”), with a start date of April 2, 2019; and

WHEREAS, Section 2.1 of the Agreement provides that the City Manager shall undergo an annual salary review concurrently with a performance review, as provided by Section 5.2 of the Agreement; and

WHEREAS, Section 2.1 of the Agreement provides that the City Manager’s annual salary is \$205,000 and Section 2.3 provides that the salary will be adjusted by CPI on July 1 of every year; and

WHEREAS, in July of 2019, the City Council adopted Resolution No. 2019-87 which, among other changes to executive compensation, increased the annual maximum salary of the City Manager position to \$213,204; and

WHEREAS, the City Manager waived the CPI adjustment pursuant to Section 2.3 of the Agreement that would have been effective July 1, 2020 based on the uncertainty caused by COVID-19; and

WHEREAS, on February 24, 2021, and subsequently on April 13, 2021, April 20, 2021, May 4, 2021, and May 25, 2021 the City Manager and City Council met in closed session to conduct a performance evaluation of the City Manager pursuant to Section 5.2 of the Agreement and to conduct an annual salary review pursuant to Section 2.2 of the Agreement; and

WHEREAS, Section 9.2 of the Agreement allows for any amendment, alteration, extension or modification to the Agreement in writing, by mutual consent and with the approval of the City Council; and

WHEREAS, the First Amendment would: (1) Increase the City Manager's base salary by a 2.5%, merit increase; (2) Add advanced education compensation eligibility consistent with what is provided to Executive Management Employees, currently at 3% of base salary, and a one-time bonus retroactive to the City Manager's start date of April 2, 2019; (3) Adjust vacation leave accrual to 180 hours; (4) Extend the Agreement by 2 years to March 31, 2024; (5) Amend Section 2.2 to require that refusal or deferral of base salary adjustment by either party must be in writing; and (6) Amend Section 6.1 to provide for automatic additional compensation or benefits as may be provided to Executive Management Employees; and

WHEREAS, the City Manager desires to accept these employment terms as such from the City and has provided his written consent to the following terms and conditions in this First Amendment; and

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

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is hereby amended, in its entirety, to read:

“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.

Effective April 1, 2021, Employee's base annual compensation shall be Two Hundred Eighteen Thousand Five Hundred Thirty Four Dollars and Ten Cents (\$218,534.10).”

SECTION 3. Section 2.2 of the Agreement is hereby amended, in its entirety, to read:

“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. Any deferral or refusal by either party must be in writing.“

SECTION 4. A new Section 2.5 of the Agreement is hereby added to read:

“2.5 Advanced Education Compensation. In addition to the base annual compensation, Employee shall be eligible to receive an advanced education compensation base salary adjustment consistent with that provided to Executive Management Employees in the then-current Schedule of Salary and Benefits for Executive Management Employees, and subject to the same terms and conditions therein. The advanced education compensation for Executive Management Employees is presently 3% of base salary. Advanced education compensation shall be paid on a pro-rated basis bi-weekly. City Manager shall receive a one-time lump sum advanced education compensation of 3% dating back to City Manager’s start date of April 2, 2019, in the amount of \$13,783.78. Such lump sum payment shall not be “compensation earnable” under CalPERS laws and regulations for purposes of calculating Employee’s CalPERS service retirement benefits.”

SECTION 5. Section 3.2 of the Agreement is hereby amended, in its entirety, to read:

“3.2 Term. The term of this Agreement will be for five (5) years following the Effective Date (“Term”) (i.e., until 11:59 p.m. on April 1, 2024 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.”

SECTION 6. Subsection (c) of Section 6.1 of the Agreement is amended, in its entirety, to read:

“(c) Vacation Leave. Vacation leave for the term of this contract shall be accrued at an annualized rate of 180 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.”

SECTION 7. Subsection (h) of Section 6.1 of the Agreement is added to read:

“(h) Executive Management Employees Benefits Match. At any time all Executive Management Employees are provided additional benefits under the Schedule of Salary and Benefits for Executive Management Employees, such benefits shall accrue to Employee, consistent with Section 2.4, effective on the same date. Such benefits adjustment shall be memorialized in an amendment to the Agreement on the next available agenda for approval.”

SECTION 8. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of City Manager by City as and for his employment as City Manager shall be as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF SUISUN CITY has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and CITY MANAGER has signed and executed this First Amendment, both in duplicate.

CITY OF SUISUN CITY

ATTEST:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY MANAGER



GREGORY FOLSOM

Dated: 6/27/2021

[END OF SIGNATURES]