

1 additional compensation or benefits as may be provided to Executive Management Employees;
2 and

3 **WHEREAS**, the City Manager and City Council met multiple times in closed session
4 to conduct a performance evaluation of the City Manager for the period of April 1, 2021 through
5 March 31, 2022 pursuant to Section 5.2 of the Agreement and to conduct an annual salary
6 review pursuant to Section 2.2 of the Agreement; and

7 **WHEREAS**, the Second Amendment will (1) Increase the City Manager's base salary
8 by a 2.5%, merit increase; (2) Adjust vacation leave accrual to 200 hours; and


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

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

16 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City
17 duly held on Tuesday, the 19th day of April 2022, by the following vote:

18	AYES:	Council Members:	<u>Day, Hernandez, Hudson</u>
19	NOES:	Council Members:	<u>None</u>
20	ABSENT:	Council Members:	<u>Williams</u>
21	ABSTAIN:	Council Members:	<u>None</u>

22 **WITNESS** my hand and the seal of said City this 19th day of April 2022.

23
24 
25 _____
26 Anita Skinner, CMC
27 City Clerk
28

ATTACHMENT A
SECOND AMENDMENT TO THE 2019 CITY MANAGER EMPLOYMENT
AGREEMENT BETWEEN CITY OF SUISUN CITY AND GREGORY FOLSOM

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

This SECOND AMENDMENT TO THE 2019 CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND GREGORY FOLSOM (the “Second Amendment”) is made and entered into effective April 1, 2022, 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 2.2 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, 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, 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, on June 22, 2021, the City Council adopted Resolution No. 2021-54, approving the First Amendment to the Agreement; and

WHEREAS, the First Amendment to the Agreement: (1) Increased the City Manager's base salary by a 2.5%, merit increase; (2) Added 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) Adjusted vacation leave accrual to 180 hours; (4) Extended the Agreement by 2 years to March 31, 2024; (5) Amended Section 2.2 to require that refusal or deferral of base salary adjustment by either party must be in writing; and (6) Amended Section 6.1 to provide for automatic additional compensation or benefits as may be provided to Executive Management Employees; and

WHEREAS, the City Manager and City Council met multiple times in closed session to conduct a performance evaluation of the City Manager for the period of April 1, 2021 through March 31, 2022 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, the Second Amendment will (1) Increase the City Manager's base salary by a 2.5%, merit increase; (2) Adjust vacation leave accrual to 200 hours; and

WHEREAS, the City Manager desires to accept these employment terms 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, 2022, Employee's base annual compensation shall be Two Hundred Forty Nine Thousand Nine Hundred Forty Four Dollars and Ninety Two Cents (\$249,944.92).”

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 200 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 8. Except as expressly amended by this Second 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 and the First Amendment to the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF SUISUN CITY has caused this Second 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 Second Amendment, both in duplicate.

CITY OF SUISUN CITY



Mayor Pro Tem

ATTEST:




City Clerk

APPROVED AS TO FORM:



City Attorney

CITY MANAGER



GREGORY FOLSOM

Dated: 5/3/22

[END OF SIGNATURES]