

RESOLUTION NO. 2025-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING AMENDMENT NO. 1 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on April 29, 2024, the City entered into a City Manager Employment Agreement with Bret Prebula; and

WHEREAS, on September 16, 2025, the City Council adopted Resolution No. 2025-111 to amend the City's Schedule of Salary and Benefits for Unrepresented and Executive Management Employees; and

WHEREAS, the City and the City Manager desire to amend the Employment Agreement to ensure consistency with the Executive Management Benefits Schedule; and

WHEREAS, Amendment No. 1 provides the same rules, limitations, terms and conditions provided to all executive management employees in the Executive Management Benefits Schedule shall also apply to the City Manager, and that in the event all executive management are provided with additional benefits, the City Manager shall receive the same benefits effective the same date; and


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

The City Council of the City of Suisun City approves Amendment No. 1 to the City Manager Employment Agreement, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th day of September 2025, by the following vote:

| | | |
|-----------------|-----------------|---|
| AYES: | Councilmembers: | <u>Dawson, Shepherd, Pal, Mayor Hernandez</u> |
| NOES: | Councilmembers: | <u>Washington</u> |
| ABSENT: | Councilmembers: | <u>None</u> |
| ABSTAIN: | Councilmembers: | <u>None</u> |

WITNESS my hand and the seal of said City this 16th day of September 2025.



Anita Skinner
City Clerk

Attachment:

1. City Manager Employment Agreement Amendment No. 1

**AMENDMENT NO. 1 TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SUISUN CITY AND BRET PREBULA**

This Amendment to City Manager Employment Agreement ("Amendment") is made and entered into as of September 16, 2025, by and between the City of Suisun City, a California municipal corporation ("City" or "Employer"), and Bret Prebula, an individual ("Employee"), referred to collectively as "Parties."

RECITALS

- A. On April 29, 2024, the City and Employee entered into the City Manager Employment Agreement ("Agreement") providing for employment of Employee as City Manager.
- B. On September 16, 2025, the City Council adopted Resolution No. 2025-111 to amend the City's Schedule of Salary and Benefits for Unrepresented and Executive Management Employees (the "Executive Management Benefits Schedule").
- C. The City intends to provide benefits to Employee consistent with the benefits provided to Executive Management Employees under the Schedule of Salary and Benefits for Executive Management Employees then in effect.
- D. The Parties now wish to amend the Agreement to ensure consistency with the Executive Management Benefits Schedule.

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

1. Section 2.1 "Compensation" is hereby amended to read as follows:

"2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be Two Hundred and Sixty-Eight Thousand Nine Hundred Fifty-Five Dollars (\$268,955) 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.

In the event Employee has achieved the first year performance goals established for him by the City Council as determined by the City Council in its sole discretion during the annual performance review to occur following Employee's first full year of employment, then Employee will be paid a one-time performance bonus in the amount of \$10,000. The bonus payment shall not be "compensation earnable" under CalPERS laws and regulations for purposes of calculating Employee's CalPERS service retirement benefits."

2. Section 2.5 "Written Amendment Required To Effectuate Base Salary Adjustment," is hereby amended to read as follows:

"2.5 Base Salary Adjustment. Except for the automatic CPI increase provided to Employee pursuant to Section 2.3 of this Agreement, any change in base Salary shall be

upon approval of the City Council.”

3. Article 6.0 “BENEFITS” is hereby amended to read as follows with all other sections to remain the same:

“6.0 BENEFITS”

6.1 Miscellaneous Benefits. Employee shall be entitled to the same benefits as are provided to all executive management employees in the Executive Management Benefits Schedule, except as noted below in this Article 6.0. The same rules, limitations, terms and conditions provided to all executive management employees set forth in the Executive Management Benefits Schedule shall also apply to Employee. In the event all executive management are provided additional benefits under the Executive Management Benefits Schedule, Employee shall be provided the same benefit effective on the same date.

6.2 CalPERS Retirement. The City shall provide to Employee the same CalPERS retirement benefits as are provided to all executive management employees in the Executive Management Benefits Schedule, and as approved by City Council.

6.3 Medical Insurance. The City shall provide to Employee the same medical, dental, and vision insurance benefits as provided to all executive management employees in the Executive Management Benefits Schedule, and as approved by City Council.

6.4 Vacation Leave. Employee shall be entitled to the same accrual rates for vacation leave as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council. Employee may accumulate up to 400 hours maximum vacation leave. Employee shall be entitled to an opening vacation leave balance of 80 hours. Employee shall be entitled to the same cash out of vacation leave as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council.

6.5 Executive Leave. Employee shall be entitled to the same accrual rates for executive leave as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council. Eligibility for cash out of executive leave, if any, shall be as set forth in the Executive Management Benefits Schedule, and as approved by City Council.

6.6 Holidays. Employee shall be entitled to the same holidays as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council. Utilization and cash out of floating holiday leave shall be subject to the terms and conditions of the Executive Management Benefits Schedule, and as approved by City Council.

6.7 Sick Leave. Employee shall be entitled to the same accrual rates for sick leave as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council. Employee shall be entitled to an opening sick leave balance of 96 hours.

6.10 Deferred Compensation. The City shall provide to Employee the same deferred compensation matching contributions as provided to all executive management

employees under the Executive Management Benefits Schedule, and as approved by City Council.

6.11 Life Insurance. The City shall provide to Employee the same term life insurance and accidental death and dismemberment insurance coverage as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council.

6.15 Longevity Pay. The City shall provide to Employee the same longevity pay as provided to all executive management employees under the Executive Management Benefits Schedule, and as approved by City Council.”

4. Except as specifically amended herein, all other terms and conditions of the Agreement between the City and the Employee remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE


Bret Prebula (Jan 5, 2026 18:38:50 PST)

Bret Prebula

CITY OF SUISUN CITY

By: 
Alma Hernandez (Jan 6, 2026 17:15:02 PST)

Alma Hernandez, Mayor

ATTEST:


Anita Skinner (Jan 7, 2026 14:26:30 PST)

Anita Skinner, City Clerk

APPROVED AS TO FORM:


Patrick Enright (Jan 6, 2026 08:49:22 PST)

Patrick Enright, City Attorney











2025-112 City Manager Employment Agreement Amendment1- Approved 2025 09 16

Final Audit Report

2026-01-07


| | |
|-----------------|--|
| Created: | 2025-12-31 |
| By: | Donna Pock (dpock@suisun.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAArbTLTnI_HHd4jpkCGf5DmjDaCspS0NHN |

"2025-112 City Manager Employment Agreement Amendment1- Approved 2025 09 16" History

-  Document created by Donna Pock (dpock@suisun.com)
2025-12-31 - 7:39:18 PM GMT- IP address: 50.204.66.138
-  Document emailed to Bret Prebula (bprebula@suisun.com) for signature
2025-12-31 - 7:41:35 PM GMT
-  Email viewed by Bret Prebula (bprebula@suisun.com)
2026-01-06 - 2:37:34 AM GMT- IP address: 172.59.131.115
-  Document e-signed by Bret Prebula (bprebula@suisun.com)
Signature Date: 2026-01-06 - 2:38:50 AM GMT - Time Source: server- IP address: 172.59.131.115
-  Document emailed to penright@rwglaw.com for signature
2026-01-06 - 2:38:52 AM GMT
-  Email viewed by penright@rwglaw.com
2026-01-06 - 4:10:36 AM GMT- IP address: 172.226.212.6
-  Signer penright@rwglaw.com entered name at signing as Patrick Enright
2026-01-06 - 4:45:20 PM GMT- IP address: 38.99.206.170
-  Document e-signed by Patrick Enright (penright@rwglaw.com)
Signature Date: 2026-01-06 - 4:45:22 PM GMT - Time Source: server- IP address: 38.99.206.170
-  Document emailed to ahernandez@suisun.com for signature
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-  Email viewed by ahernandez@suisun.com
2026-01-07 - 1:13:43 AM GMT- IP address: 104.47.65.254

 Signer ahernandez@suisun.com entered name at signing as Alma Hernandez


2026-01-07 - 1:15:00 AM GMT- IP address: 12.97.126.40

 Document e-signed by Alma Hernandez (ahernandez@suisun.com)

Signature Date: 2026-01-07 - 1:15:02 AM GMT - Time Source: server- IP address: 12.97.126.40

 Document emailed to askinner@suisun.com for signature

2026-01-07 - 1:15:03 AM GMT

 Email viewed by askinner@suisun.com

2026-01-07 - 10:21:28 PM GMT- IP address: 72.159.157.20

 Signer askinner@suisun.com entered name at signing as Anita Skinner

2026-01-07 - 10:26:28 PM GMT- IP address: 72.159.157.20

 Document e-signed by Anita Skinner (askinner@suisun.com)

Signature Date: 2026-01-07 - 10:26:30 PM GMT - Time Source: server- IP address: 72.159.157.20

 Agreement completed.

2026-01-07 - 10:26:30 PM GMT