

RESOLUTION NO. 2025-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING AMENDMENT NO. 2 TO THE POLICE CHIEF EMPLOYMENT AGREEMENT

WHEREAS, on June 18, 2019, the City entered into a Police Chief Employment Agreement with Aaron Roth and on November 24, 2020, approved an Amended and Restated Agreement; 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 Police Chief desire to amend the Employment Agreement to ensure consistency with the Executive Management Benefits Schedule; and

WHEREAS, Amendment No. 2 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 Police Chief, and that in the event all executive management are provided with additional benefits, the Police Chief 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. 2 to the Police Chief 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. Police Chief Employment Agreement Amendment No. 2

**AMENDMENT NO. 2 TO CHIEF OF POLICE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SUISUN CITY AND AARON ROTH**

This Amendment to Chief of Police Employment Agreement (the “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 Aaron Roth, an individual (“Employee”), referred to collectively as “Parties.”

RECITALS

- A. On June 18, 2019, the City and Employee entered into the Chief of Police Employment Agreement (“Agreement”) providing for employment of Employee as Chief of Police.
- B. On November 24, 2020, the City Council approved an amended and restatement employment agreement to establish the terms and conditions of Employee’s services to the City and ensure consistency with the employment agreement between the City and Fire Chief Justin Vincent.
- C. 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”).
- D. The City intends to provide benefits to Employee consistent with the benefits provided to Executive Management Employees under the Executive Management Benefits Schedule then in effect.
- E. Employee is aware that the benefit levels provided to Executive Management Employees may change and acknowledges that such change in benefits shall not be deemed a breach of this Agreement.
- F. 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. Article 6.0 “BENEFITS” is hereby amended to read as follows:

“6.0 BENEFITS”

6.1 Regular Benefits. Employee shall be entitled to all benefits, including, but not limited to, medical, dental, vision, and life insurance, CalPERS retirement benefits, vacation leave, executive leave, sick leave holidays, uniform allowance, cellular phone, and deferred compensation, as are provided to 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 Vehicle. Employee shall be provided with a City vehicle for employment and emergency response purposes during work hours, as well as after scheduled work hours. All maintenance, fuel, and insurance will be paid for by the City.

6.3 Gym Membership Reimbursement. Employee shall be eligible for gym membership reimbursement from the City in the amount of \$25 per pay period.

6.4 Changes in Compensation and Benefits. The compensation and benefits provided to Employee pursuant to this Agreement are intended to be consistent with those provided to the City's Executive Management Benefits Schedule then in effect. Employee acknowledges that the City Council may in the future reduce the level of compensation (exclusive of Employee's base salary) or benefits provided to Department Head Employees by amendment of the Executive Management Benefits Schedule. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

6.5 City Manager Amendment Authority. Pursuant to Section 9.2 of this Agreement, the City Manager shall have the authority to agree with Employee to amend this Agreement to provide Employee benefits consistent with the benefits levels authorized by the City Council and specified for the position of Chief of Police in the Executive Management Benefits Schedule then in effect."

2. Section 9.2 "Amendment" is hereby amended to read as follows:

"9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, upon approval of the City Manager."

3. 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



Aaron Roth

CITY OF SUISUN CITY


Bret Prebula (Dec 4, 2025 08:27:13 PST)

Bret Prebula, City Manager

ATTEST:


Anita Skinner (Dec 9, 2025 00:01:33 PST) (Seal)
Anita Skinner, City Clerk

APPROVED AS TO FORM:


Patrick Enright (Dec 3, 2025 20:19:46 PST)
Patrick Enright, City Attorney











2025-114 Police Chief Employment Agreement Amendment No 2 Approved 2025 09 16

Final Audit Report

2025-12-09

Created:	2025-12-03
By:	Donna Pock (dpock@suisun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALQc-nLRLl0gGC0rF8WLoezTUqdYcTWMN

"2025-114 Police Chief Employment Agreement Amendment No 2 Approved 2025 09 16" History

-  Document created by Donna Pock (dpock@suisun.com)
2025-12-03 - 4:15:16 AM GMT- IP address: 50.204.66.138
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2025-12-03 - 4:17:11 AM GMT
-  Email viewed by Aaron Roth (aroth@suisun.com)
2025-12-03 - 4:17:18 AM GMT- IP address: 51.54.38.123
-  Document e-signed by Aaron Roth (aroth@suisun.com)
Signature Date: 2025-12-03 - 10:56:31 PM GMT - Time Source: server- IP address: 50.204.66.138
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2025-12-04 - 3:27:40 AM GMT- IP address: 172.226.36.10
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2025-12-04 - 4:19:44 AM GMT- IP address: 38.99.206.170
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Signature Date: 2025-12-04 - 4:19:46 AM GMT - Time Source: server- IP address: 38.99.206.170
-  Document emailed to Bret Prebula (bprebula@suisun.com) for signature
2025-12-04 - 4:19:48 AM GMT
-  Email viewed by Bret Prebula (bprebula@suisun.com)
2025-12-04 - 4:27:02 PM GMT- IP address: 104.47.65.254



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

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

Signature Date: 2025-12-09 - 8:01:33 AM GMT - Time Source: server- IP address: 76.232.181.104



Agreement completed.

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