

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

AND HOUSING AUTHORITY

TUESDAY, DECEMBER 22, 2020

6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Alma Hernandez, Michael Hudson, Mayor Pro Tem Wanda Williams, and Mayor Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

DUE TO CORONAVIRUS COVID-19 CITY HALL IS CLOSED TO THE PUBLIC, RESIDENTS MAY ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.

ZOOM MEETING INFORMATION:

WEBSITE : <https://zoom.us/join>

MEETING ID: 873 9326 9112

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 780)

(Next City Council Res. No. 2020 – 170)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 04)

(Next Housing Authority Res. No. HA2020 – 02)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members
Pledge of Allegiance
Invocation

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)**PRESENTATIONS/APPOINTMENTS**

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

1. Council Adoption of Resolution 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement with Cooperative Personnel Services, dba CPS HR Consulting (CPS HR) for Contract Personnel Services.– (Folsom: gfolson@suisun.com).
2. Approve the Second Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective January 1, 2019 through December 31, 2020; Approve the Second Amendment to the Suisun City Employees Association (SCEA) MOU effective January 1, 2019 through December 31, 2020; Approve the Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020 – (Colin Tanner, City Attorney).
 - a. Council Adoption of Resolution No. 2020-___ : Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021
 - b. Council Adoption of Resolution No. 2020-___: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees Association (SCEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.
 - c. Council Adoption of Resolution No. 2020-___: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.

PUBLIC HEARINGS: None

GENERAL BUSINESS None

REPORTS: (Informational items only.)

3. a. Council/Boardmembers
b. Mayor/Chair
4. City Manager/Executive Director/Staff

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:
 - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
 - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of December 22, 2020 was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: December 22, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-__: Authorizing the City Manager to Execute a Professional Services Agreement with Cooperative Personnel Services, dba CPS HR Consulting (CPS HR) for Contract Personnel Services.

FISCAL IMPACT: This professional services contract is funded by using appropriated salary savings in the Human Resources Division from the vacant Sr. Management Analyst and Human Resource Technician positions. No budget increase is necessary. Total contract amount is not anticipated to exceed \$90,000 for the remaining portion of FY 20/21.

BACKGROUND: It is necessary for the City to provide human resource services. We have two current vacancies in the Human Resources Division providing an opportunity to consolidate the two positions into one higher qualified position. Staff is currently creating a Human Resources Administrator position that will replace the two positions. It is intended to be a higher skilled and experienced position than before based on the needs of our city. The current contract is about to expire and needs to be amended to provide for human resource services until a Human Resources Administrator can be hired.

STAFF REPORT: The City Manager hired CPS HR in September after the Sr. Management Analyst who was managing the Human Resources Division resigned. At the time, the primary task of the consultant was to provide higher level technical human resources expertise than what we had in-house. HR had been a part-time responsibility for many years and many job classifications are non-existent and many of our HR policies are out of date. The consultant is helping us update those areas and has created a Human Resources Administrator job description that will come to Council in January for approval so staff can begin recruiting for the job. Consultant is currently providing all HR services.

Staff is hopeful to be able to recruit an experienced human resources professional and make a hire as soon as possible. However, if the recruitment takes longer than anticipated to hire the right person, a further extension of this contract may be necessary in the future.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Authorizing the City Manager to Execute a Professional Services Agreement with Cooperative Personnel Services, dba CPS HR Consulting (CPS HR) for Contract Personnel Services.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-__: Authorizing the City Manager to Execute a Professional Services Agreement with Cooperative Personnel Services, dba CPS HR Consulting (CPS HR) for Contract Personnel Services.
2. CPS HR Consulting Services Agreement
3. CPS HR First Amendment to Consulting Services Agreement

PREPARED BY:
APPROVED BY:

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH CPS HR CONSULTING**

WHEREAS, it is essential for the City to have knowledgeable human resource staff; and

WHEREAS, the departure of the human resources staff created a need to fill this position;

and

WHEREAS, City staff interviewed three consulting firms who provide human resources consulting for governments and Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority, was selected as the best qualified firm for the City, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on behalf of the City with CPS HR Consulting, a California Joint Powers Authority, for contract human resource services for an amount not to exceed \$90,000.

PASSED AND ADOPTED at a Special Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22nd day of December 2020, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 22nd day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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CONSULTING SERVICES AGREEMENT
City of Suisun City- On-Going HR Consulting Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of September 7, 2020 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional

fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. Term.** The term of this Agreement is from the Effective Date through December 31, 2020.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN

RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision

of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or

nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that

provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

City of Suisun City
701 Civic Center Blvd., Suisun City, CA 94585

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

By: [Signature]
Authorized Signature

Name: GREG FOLSON

Title: City Manager

b. CPS HR will invoice Client at the following rates:

LABOR COST SUMMARY			
Placement/Level	Description	Anticipated Hours	Bill Rate
Project Manager	Provide oversight and support to the project and assigned HR Consultants.	As needed based on work assigned, estimating 2-4 hours per month	\$135/hour
Senior HR Consultant	Consultation in all related human resources areas listed.	Up to 24 hours/week	\$125/hour
Administrative Technician	Administrative and technical human resources support to assigned Consultant, as needed	As needed	\$110/hour

The Senior HR Consultant assigned is local. However, if additional resources are needed onsite or requested for specified human resource services, consultant travel time will be billed at 50% of the hourly rate. Travel expenses will be billed at the appropriate GSA rates and IRS travel rate for mileage. Actual out-of-pocket reimbursable expenses for such items as advertising, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to the City for actual expenses incurred.

- c. Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
 7. This SOW covers work requested and performed prior to the commencement of this SOW.

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First Amendment to CONSULTING SERVICES AGREEMENT
City of Suisun - On-Going HR Consulting Services

THIS FIRST AMENDMENT (this "Amendment") is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, ("CPS HR") located at 2450 Del Paso Road, Ste 220, Sacramento, California, 95834 and the **City of Suisun City** ("Client") with offices at 701 Civic Center Blvd, Suisun City, CA 94585.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
 - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated **September 7, 2020** by and between CPS HR and Client.
 - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified to increase total funding as follows:

Page 4, Section 5. SERVICE FEES: Not to Exceed \$34,900
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after November 20, 2020.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba
CPS HR Consulting**

City of Suisun City

By: Sandy MacDonald-Hopp
Authorized Signature

By: [Signature]
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: Greg Folsom

Title: Chief Financial Officer

Title: City Manager

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AGENDA TRANSMITTAL

MEETING DATE: December 22, 2020

CITY AGENDA ITEM: Approve the Second Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective January 1, 2019 through December 31, 2020; Approve the Second Amendment to the Suisun City Employees Association (SCEA) MOU effective January 1, 2019 through December 31, 2020; Approve the Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020

1. Council Adoption of Resolution No. 2020-__ : Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021
2. Council Adoption of Resolution No. 2020-___: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees Association (SCEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.
3. Council Adoption of Resolution No. 2020-___: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021

FISCAL IMPACT: There is no additional fiscal impact to this extension. The costs of the Critical Staffing Retention and Recruiting Pay will be absorbed by realized savings in Police Officer positions, as approved in the FY 20/21 budget.

STRATEGIC PLAN IMPACT:

Provide Good Governance

- Section 4.8 – Continuously improve the City's governance process.

BACKGROUND: The labor MOU's with the POA, SCMPEA, and SCEA expires at the end of this calendar year. Due to budget uncertainties and the desire to get the MOU's back on a fiscal year cycle, the parties have agreed to extend the MOU's through the end of this fiscal year. All other terms and conditions in the MOU will be extended, including the compensation benefit for critical staffing retention and recruiting pay to the various classifications.

STAFF REPORT: The City and authorized labor relations representatives for SCPOA, SCEA, and SCMPEA have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511 and reached a Tentative

PREPARED BY:

Colin Tanner, City Attorney

REVIEWED & APPROVED BY:

Greg Folsom, City Manager

Agreement on extending the MOU's, including the Critical Staffing Retention and Recruiting Pay for all three groups. The following Amendments are attached as Exhibits to this item:

RECOMMENDATION: It is recommended that the City Council adopt the following:

- A. Resolution No. 2020-___: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021
- B. Resolution No. 2020-___: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees Association (SCEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.
- C. Resolution No. 2020-___: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021

ATTACHMENTS:

- 1. Resolution No. 2020-___: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021
- 2. Resolution No. 2020-___: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees Association (SCEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.
- 3. Resolution No. 2020-___: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021

RESOLUTION NO. 2020-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE
SUISUN CITY POLICE OFFICERS’ ASSOCIATION (SCPOA) EFFECTIVE
DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020, TO EXTEND THE TERM
OF THE MOU AND THROUGH JUNE 30, 2021**

WHEREAS, March 5, 2019, the City Council of the City of Suisun City approved the SCPOA MOU 2018-20 with the adoption of Resolution No. 2019-17; and

WHEREAS, on November 17, 2020, the City Council of the City of Suisun City approved the First Amendment to the SCPOA MOU 2018-20 with the adoption of Resolution No. 2020-139 providing critical staffing retention and recruiting pay for police officers and police sergeants; and

WHEREAS, the City and SCPOA’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov’t Code Sections 3500-3511, regarding extending the term of the current SCPOA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of police officers and police sergeants; and

WHEREAS, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this Second Amendment in order to extend the term of the current SCPOA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of police officers and police sergeants, which Second Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Second Amendment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City as follows:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The Second Amendment to the SCPOA MOU 2018-20 between the City and SCPOA attached hereto as Exhibit “A” is hereby accepted, approved, and adopted.

Section 3. Authorize the Finance Director to transfer funds from Measure S to the FY 2020/21 General Fund operating budget.

Section 4. Effective Date. This resolution is effective upon its adoption.

1 **PASSED AND ADOPTED** at a Special Meeting of said City Council of the City of
2 Suisun City duly held on Tuesday, the 22th day of December 2020, by the following vote:

3 **AYES:** Councilmembers: _____
4 **NOES:** Councilmembers: _____
5 **ABSENT:** Councilmembers: _____
6 **ABSTAIN:** Councilmembers: _____

7 **WITNESS** my hand and the seal of the City of Suisun City this 22th day of December
8 2020.

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10 Donna Pock, CMC
11 Deputy City Clerk

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SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

This Second Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers' Association effective December 28, 2018 through December 31, 2020 (SCPOA MOU 2018-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Police Officers' Association (SCPOA).

R E C I T A L S:

WHEREAS, on March 5, 2019, the City Council of the City of Suisun City approved the SCPOA MOU 2018-20 with the adoption of Resolution No. 2019-17.

WHEREAS, on November 17, 2020, the City Council of the City of Suisun City approved the First Amendment to the SCPOA MOU 2018-20 with the adoption of Resolution No. 2020-139.

WHEREAS, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding extending the term of the current SCPOA MOU 2018-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants.

WHEREAS, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this Second Amendment in order to extend the term of the current SCPOA MOU 2018-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants, which Second Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Second Amendment, the parties hereto agree as follows:

1. The term of the SCPOA MOU 2018-20 is extended an additional six (6) months through June 30, 2021 with all dates referencing the end date of the SCPOA MOU 2018-20 equally extended by six (6) months, including but not limited to the Critical Staffing Retention and Recruiting Pay set forth in Article VIII.

The representatives of the City and of the SCPOA have jointly prepared this Second Amendment to the SCPOA MOU 2018-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020

in this Second Amendment to the SCPOA MOU 2018-20, all other provisions of the SCPOA MOU 2018-20 shall remain in full force and effect. The parties also knowlege that this Second Amendment to the SCPOA MOU 2018-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City.

Subject to the foregoing and in witness whereof, this Second Amendment is hereby executed by the authorized representatives of the City and the SCPOA and entered into as of this 17th day of December, 2020.

IT IS SO AGREED:

City Representative:

Greg Folsom, City Manager

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

SCPOA Representatives:



Jose Martinez, President



Jeremy Snyder, Vice-President



Michael D. Pugh, Labor Relations
Consultant

RESOLUTION NO. 2020-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING A THIRD AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE
SUISUN CITY EMPLOYEES ASSOCIATION (SCEA) EFFECTIVE DECEMBER 28,
2018 THROUGH DECEMBER 31, 2020, TO EXTEND THE TERM OF THE MOU
AND THROUGH JUNE 30, 2021**

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCEA MOU 2019-20 with the adoption of Resolution No. 2019-03; and

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-04, approving a First Amendment to the SCEA MOU 2019-20, to Amend the Nighttime Hours Differential, Flexible Benefits Options, Uniforms and Uniforms Allowance, and Vacation Accrual Provisions of the SCEA MOU 2019-20; and

WHEREAS, on November 17, 2020, the City Council approved and adopted Resolution No. 2020-140, approving a Second Amendment to the SCEA MOU 2019-20, to add Section 4 Critical Staffing Retention and Recruiting Pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher to Article VIII – COMPENSATION of the SCEA MOU 2019-20; and

WHEREAS, the City and SCEA’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov’t Code Sections 3500-3511, regarding extending the term of the current SCEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher; and

WHEREAS, the City and SCEA now desire to further amend the SCEA MOU 2018-20 by means of this Third Amendment in order to extend the term of the current SCEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher, which Third Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Third Amendment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City as follows:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The Third Amendment to the SCEA MOU 2018-20 between the City and SCEA attached hereto as Exhibit “A” is hereby accepted, approved, and adopted.

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Section 3. Authorize the Finance Director to transfer funds from Measure S to the FY 2020/21 General Fund operating budget.

Section 4. Effective Date. This resolution is effective upon its adoption.

PASSED AND ADOPTED at a Special Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22th day of December 2020, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of the City of Suisun City this 22th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

THIRD AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY EMPLOYEES ASSOCIATION
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

This Third Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Employees Association effective January 1, 2019 through December 31, 2020 (SCEA MOU 2019-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Employees Association (SCEA).

R E C I T A L S :

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCEA MOU 2019-20 with the adoption of Resolution No. 2019-03.

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-04, approving a First Amendment to the SCEA MOU 2019-20, to Amend the Nighttime Hours Differential, Flexible Benefits Options, Uniforms and Uniforms Allowance, and Vacation Accrual Provisions of the SCEA MOU 2019-20.

WHEREAS, on November 17, 2020, the City Council approved and adopted Resolution No. 2020-140, approving a Second Amendment to the SCEA MOU 2019-20, to add Section 4 Critical Staffing Retention and Recruiting Pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher to Article VIII – COMPENSATION of the SCEA MOU 2019-20.

WHEREAS, the City and SCEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding extending the term of the current SCEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher.

WHEREAS, the City and SCEA now desire to further amend the SCEA MOU 2019-20 by means of this Third Amendment in order to extend the term of the current SCEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher, which Third Amendment has been ratified by the SCEA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Third Amendment.

THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES ASSOCIATION - EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Third Amendment, the parties hereto agree as follows:

1. The term of the SCEA MOU 2018-20 is extended an additional six (6) months through June 30, 2021 with all dates referencing the end date of the SCEA MOU 2018-20 equally extended by six (6) months, including but not limited to the Critical Staffing Retention and Recruiting Pay set forth in Article VIII.

The representatives of the City and of the SCEA have jointly prepared this Third Amendment to the SCEA MOU 2019-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Third Amendment to the SCEA MOU 2019-20, all other provisions of the SCEA MOU 2019-20 and the First and Second Amendments thereto shall remain in full force and effect. The parties also know that this Third Amendment to the SCEA MOU 2019-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City.

Subject to the foregoing and in witness whereof, this Third Amendment is hereby executed by the authorized representatives of the City and the SCEA and entered into as of this 17th day of October, 2020.

[SIGNATURES ON NEXT PAGE]


THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES ASSOCIATION - EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

IT IS SO AGREED:

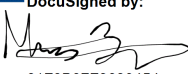
For The City:

Greg Folsom, City Manager

For SCEA:



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Del Mallory, SEIU Local 1021, Area Field Director Region A




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Marcos Zepeda, SEIU Local 1021 Field Representative



John Bryan, SCEA Acting President (VP)



Gemma Geluz, SCEA Shop Steward



Kasaundra Lopez, SCEA Negotiating Team

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

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RESOLUTION NO. 2020-___

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SCMPEA) EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020, TO EXTEND THE TERM OF THE MOU AND THROUGH JUNE 30, 2021

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2019-04; and

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-05, approving a First Amendment to the SCMPEA MOU 2018-20, to Amend the Flexible Benefits Options, Executive Leave Hours, and Vacation Accrual Provisions of the MOU; and

WHEREAS, on May 5, 2020, the City Council approved and adopted Resolution No. 2020-56, approving a Second Amendment to the SCMPEA MOU 2018-20, to increase Certification Pay for Police Commanders, and in order to provide further opportunity to cash out additional Executive Leave; and

WHEREAS, on November 17, 2020, the City Council approved and adopted Resolution No. 2020-141, approving a Third Amendment to the SCEA MOU 2019-20, to add Section 4 Critical Staffing Retention and Recruiting Pay, and Section 5 Fire Duty Chief Standby Pay to Article XVII – COMPENSATION of the SCMPEA MOU 2018-20.

WHEREAS, the City and SCMPEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding extending the term of the current SCMPEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Police Commander and Dispatcher & Records Supervisor; and

WHEREAS, the City and SCMPEA now desire to further amend the SCMPEA MOU 2018-20 by means of this Fourth Amendment in order to extend the term of the current SCMPEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Police Commander and Dispatcher & Records Supervisor, which Fourth Amendment was ratified by the SCMPEA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Fourth Amendment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City as follows:

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Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The Fourth Amendment to the SCMPEA MOU 2018-20 between the City and SCMPEA attached hereto as Exhibit "A" is hereby accepted, approved, and adopted.

Section 3. Authorize the Finance Director to transfer funds from Measure S to the FY 2020/21 General Fund operating budget.

Section 4. Effective Date. This resolution is effective upon its adoption.

PASSED AND ADOPTED at a Special Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22th day of December 2020, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of the City of Suisun City this 22th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

FOURTH AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY MANAGEMENT AND
PROFESSIONAL EMPLOYEES ASSOCIATION
EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020

This Fourth Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Management and Professional Employees Association effective December 28, 2018 through December 31, 2020 (SCMPEA MOU 2018-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Management and Professional Employees Association (SCMPEA).

R E C I T A L S:

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2019-04.

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-05, approving a First Amendment to the SCMPEA MOU 2018-20, to Amend the Flexible Benefits Options, Executive Leave Hours, and Vacation Accrual Provisions of the MOU.

WHEREAS, on May 5, 2020, the City Council approved and adopted Resolution No. 2020-56, approving a Second Amendment to the SCMPEA MOU 2018-20, to increase Certification Pay for Police Commanders, and in order to provide further opportunity to cash out additional Executive Leave.

WHEREAS, on November 17, 2020, the City Council approved and adopted Resolution No. 2020-141, approving a Third Amendment to the SCEA MOU 2019-20, to add Section 4 Critical Staffing Retention and Recruiting Pay, and Section 5 Fire Duty Chief Standby Pay to Article XVII – COMPENSATION of the SCMPEA MOU 2018-20.

WHEREAS, the City and SCMPEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding extending the term of the current SCMPEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Police Commander and Dispatcher & Records Supervisor.

WHEREAS, the City and SCMPEA now desire to further amend the SCMPEA MOU 2018-20 by means of this Fourth Amendment in order to extend the term of the current SCMPEA MOU 2019-20 an additional six (6) months through June 30, 2021, including the compensation benefit for critical staffing retention and recruiting pay for the classifications of Police Commander and Dispatcher & Records Supervisor, which Fourth Amendment has been ratified by the SCMPEA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Fourth Amendment.

FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and as follows:

1. The term of the SCMPEA MOU 2018-20 is extended an additional six (6) months through June 30, 2021 with all dates referencing the end date of the SCMPEA MOU 2018-20 equally extended by six (6) months, including but not limited to the Critical Staffing Retention and Recruiting Pay set forth in Article VII.

The representatives of the City and of the SCMPEA have jointly prepared this Fourth Amendment to the SCMPEA MOU 2018-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Fourth Amendment to the SCMPEA MOU 2018-20, all other provisions of the SCMPEA MOU 2018-20 and the First, Second and Third Amendments thereto shall remain in full force and effect. The parties also know that this Fourth Amendment to the SCMPEA MOU 2018-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this Fourth Amendment is hereby executed by the authorized representatives of the City and the SCMPEA and entered into as of this 17th day of December, 2020.

IT IS SO AGREED:

For The City:

Greg Folsom, City Manager

For SCMPEA:



Jeremy Crone, President



Jeffrey Downey, Vice President



Amanda Dum, Secretary

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney