

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Anthony Adams
Jane Day
Michael A. Segala



CITY COUNCIL MEETING
First and Third Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, NOVEMBER 24, 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 Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. 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 RESIDENTS ARE ENCOURAGED TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.

ZOOM MEETING INFORMATION:

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

MEETING ID: 886 3491 6315

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(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. – 777)

(Next City Council Res. No. 2020 – 144)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 03)

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

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

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

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.) NONE**PRESENTATIONS/APPOINTMENTS NONE**

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR NONE

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

PUBLIC HEARINGS NONE**GENERAL BUSINESS****City Council**

1. Council Adoption of Resolutions Approving Amended Executive Management Schedule of Salary and Benefits and Related Employee Agreements – (Folsom: gfolson@suisun.com).
 - a. Council Adoption of Resolution No. 2020-____: Amending the Salary and Benefits for Executive Management Employees;
 - b. Council Adoption of Resolution No. 2020-____: Approving an employment contract for Suisun City Fire Department Chief Vincent, and authorizing the City Manager to execute the agreement; and
 - c. Council Adoption of Resolution No. 2020-____: Approving an amended and restated contract for Suisun City Police Department Chief Roth, and authorizing the City Manager to execute the agreement.
2. Council Discussion and Direction Regarding Selection of a Third Storefront Retailer in Response to the Request for Applications (RFA).) – (Kearns: jkearns@suisun.com).

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 November 24, 2020 was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: November 24, 2020

AGENDA ITEM: Council Adoption of Resolutions Approving Amended Executive Management Schedule of Salary and Benefits and Related Employee Agreements: –

- a. Council Adoption of Resolution No. 2020-____: Amending the Salary and Benefits for Executive Management Employees; and
- b. Council Adoption of Resolution No. 2020-____: Approving an employment contract for Suisun City Fire Department Chief Vincent, and authorizing the City Manager to execute the agreement; and
- c. Council Adoption of Resolution No. 2020-____: Approving an amended and restated contract for Suisun City Police Department Chief Roth, and authorizing the City Manager to execute the agreement.

FISCAL IMPACT: The salary and benefit terms for the positions of fire chief and police chief are budgeted and annually cost the City approximately \$579,090. There would be a financial impact potentially due to some of the new provisions in the Executive Benefits allowing sell back of 40 hours of Executive Leave and severance pay. Financial impacts for the Duty Chief pay and Police Retention can be absorbed within the existing budget.

BACKGROUND: Fire Chief Justin Vincent has served as the City's Fire Chief since August 27, 2018. He does not currently have an employment agreement. Approval of the employment contract attached to this staff report would memorialize the terms and conditions of his employment as Fire Chief. Police Chief Roth has an existing contract, and the restated and amended contract would bring the current contract in line with the updated salary and benefit schedule and with the Fire Chief's contract. The police chief and fire chief contracts are being presented at the same time for consistency for both public safety chiefs.

STAFF REPORT: The Schedule of Salary and Benefits for Executive Management Employees outlines the terms of salary and benefits provided to Executive Management Employees. Staff is bringing this Amended and Restated Schedule of Salary and Benefits for Executive Management Employees to provide several new provisions to the resolution and clean-up items that are already in effect or no longer relevant.

The recommended new updates to the salary and benefits for the Executive Management Employees include the following:

- Critical staffing retention and recruiting pay provisions are added for the Police Chief (Article II, Section 03)
- Fire Duty Chief Standby Pay provisions are added (Article II, Section 04)
- Acting City Manager pay provisions are added (Article II, Section 05)
- Technology/Cell phone equipment provision added (Article III, Section 04)

PREPARED BY:

Greg Folsom, City Manager

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

- Conversion of unused Executive Leave to Cash annually each fiscal year added (Article VII, Section 08)
- Severance provisions added (Article XIV, Section 01 and 02)

The recommended updates to the resolution that are already implemented or no longer relevant include the following:

- Salary Pay Ranges updated as follows:

Chief of Police	\$10,695.13 – \$13,000.00	\$11,112 - \$13,507
Development Services Director	\$8,465.60 – \$11,427.87	\$8,795 - \$11,873
Fire Chief	\$10,695.13 – \$13,000.00	\$11,112 - \$13,507
Public Works Director / City Engineer	\$8,465.60 – \$11,427.87	\$8,795 - \$11,873
Recreation, Parks, & Marina Director	\$8,465.60 – \$11,427.87	\$8,795 - \$11,873
Finance Director		\$8,795 - \$11,873
- The paragraph is Section 02 regarding CPI COLA increases is deleted
- Language regarding qualification as Classic or New Member under the California Public Employees’ Pension Reform Act is updated (Article IV, Section 01)
- One Year Fiscal Compensation is deleted (formerly Article IV, Section 09)
- Payment for accrued and unused vacation leave following the death of an employee are delete (Article V, Section 06)
- Medical insurance benefits after death in the line of duty are limited to the Chief of Police and the Fire Chief (Article IX, Section 04)

Both the police chief and fire chief contracts are being presented at the same time for consistency for both public safety chiefs. Contracts for public safety chiefs are fairly common including in Solano County. Examples of a local city having a contract with a fire chief include smaller cities in Solano County, such as Rio Vista and Dixon, who contract with their fire chief, besides larger cities.

Fire Chief Contract:

The attached employment agreement would reflect the terms of and conditions of Chief Vincent’s continued employment with the City. The major terms are:

- * Effective date of November 25, 2020.
- * Salary of \$13,507/month (\$77.93/hour), consistent with the amount currently received by Chief Vincent
- * Same COLA as received by other Executive Management employees
- * City will match employee contribution to deferred compensation up to 3.5% of salary per pay period
- * Four months’ severance for termination without cause
- * Classic Safety Fire CALPERS 2% at 55 retirement plan
- * Uniform allowance as provided for the fire chief in the Schedule of Salary and Benefits for Executive Management Employees of \$1,300/year
- * Standby Duty Fire Chief Pay - non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.),

\$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.)

- * Other Benefits as outlined in the Schedule of Salary and Benefits for Executive Management Employees (which may be amended from time to time). (Note: sick leave provided consistent with the City's Personnel Rules, AD-7, Section 10.1.)

Police Chief's Contract:

- * Effective date of November 25, 2020.
- * Salary of \$13,507/month (\$77.93/hour), consistent with the amount currently received by Chief Vincent
- * Same COLA as received by other Executive Management employees
- * City will match employee contribution to deferred compensation up to 3.5% of salary per pay period
- * Four months' severance for termination without cause
- * Classic Safety CALPERS 3% at 50 retirement plan
- * Uniform allowance as provided for the police chief in the Schedule of Salary and Benefits for Executive Management Employees of \$1,300/year
- * Other Benefits as outlined in the Schedule of Salary and Benefits for Executive Management Employees (which may be amended from time to time). (Note: sick leave provided consistent with the City's Personnel Rules, AD-7, Section 10.1.)

STAFF RECOMMENDATION

Staff recommends that the City Council adopt:

- a. Resolution No. 2020-____: Amending the Salary and Benefits for Executive Management Employees; and
- b. Resolution No. 2020-____: Approving an employment contract for Suisun City Fire Department Chief Vincent, and authorizing the City Manager to execute the agreement; and
- c. Resolution No. 2020-____: Approving an amended and restated contract for Suisun City Police Department Chief Roth, and authorizing the City Manager to execute the agreement

ATTACHMENTS:

1. Resolution No. 2020-____: Amending the Salary and Benefits for Executive Management Employees.
 - 1.a Schedule of Salary and Benefits (track changes)
 - 1.b Schedule of Salary and Benefits (clean)
 2. Resolution 2020-____: Approving an employment contract for Suisun City Fire Department Chief Vincent, and authorizing the City Manager to execute the agreement
 - 2.a Employment Agreement Chief Vincent
 3. Resolution 2020-____: Approving an amended and restated contract for Suisun City Police Department Chief Roth, and authorizing the City Manager to execute the agreement
 - 3.a Amended and Restated Employment Agreement Chief Roth
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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING SALARY AND BENEFITS FOR EXECUTIVE MANAGEMENT
EMPLOYEES**

WHEREAS, on March 5, 2019 the City Council of the City of Suisun City adopted Resolution No. 2019-22, approving a Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

WHEREAS, on July 30, 2019, the City Council adopted Resolution No. 2019- 87, making a number of significant changes to the Plan; and

WHEREAS, the Plan may be adjusted at any time by the City Council; and

WHEREAS, the City Council would like to amend sections of the Plan; and

WHEREAS, the City does not intend for this resolution to conflict with any requirements of state law specific to the sworn positions of Chief of Police and Fire Chief; and

WHEREAS, the City Manager has recommended changes to the salary and benefits of executive management employees, as provided for in Attachment 1 hereto, incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2020-____: Amending Salary And Benefits For Executive Management Employees in accordance with Attachment 1, City Of Suisun City Amended And Restated Schedule Of Salary And Benefits For Executive Management Employees.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 24th day of November, 2020, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 24th day of November, 2020.

Donna Pock, CMC
Deputy City Clerk

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**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS FOR
EXECUTIVE MANAGEMENT EMPLOYEES**
EFFECTIVE [November 24, 2020](#)
Amended by Resolution No. 2020-

ARTICLE I **INTRODUCTION**

Section 01. **AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

- Chief of Police
- Development Services Director
- Finance Director
- Fire Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

ARTICLE II **SALARY**

Section 01. **BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. **SALARY AND WAGE SCHEDULE.** ~~The Affected Employees classifications listed below shall have the following monthly pay ranges, which shall become effective December 27, 2019; upon passage of a resolution by City Council adopting this amended and restated Schedule of Salary and Benefits. The salary ranges shall be effective as indicated below:~~

Chief of Police	\$ 11,1120,695.13 - \$13, 507000.00
Development Services Director	\$8, 795465.60 - \$11, 873427.87
Fire Chief	\$ 11,1120,695.13 - \$13, 507000.00
Public Works Director / City Engineer	\$8, 795465.60 - \$11, 873427.87
Recreation, Parks, & Marina Director	\$8, 795465.60 - \$11, 873427.87

~~The classification listed below shall have the following monthly pay range, which became effective March 4, 2020:~~

<u>Finance Director</u>	<u>\$8,795 - \$11,873</u>
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~~**Effective January 1, 2020 (or closest pay period)**
Automatic COLA adjustment based on Consumer Price Index (CPI) as calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers; the CPI index will be determined from the annual average index published~~

~~at the end of the calendar year prior (2018), which is the same CPI used to build the city's budget for FY 19/20. The published CPI (annual average) for 2018, as of January 11, 2019 is 3.9%.~~

Section 03. CRITICAL STAFFING RETENTION AND RECRUITING PAY. The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Department staff. To address this critical staffing issue and to mitigate the resulting negative impacts upon the City, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention. Effective upon passage of a resolution by City Council adopting this amended and restated Schedule of Salary and Benefits, the Police Chief shall receive an additional 6% of base hourly non-pensionable compensation for hours worked through the end of December 31, 2020.

Section 04. FIRE DUTY CHIEF STANDBY PAY. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective upon passage of a resolution by City Council adopting this amended and restated Schedule of Salary and Benefits, the Fire Chief when assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 05. ACTING CITY MANAGER PAY. If assigned as Acting City Manager for a duration that exceeds 7 business days, the employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 03. LEVEL OF COMPENSATION. The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. WORK SCHEDULES. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule: Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 05. FLSA EXEMPT STATUS. The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 07. **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination.

ARTICLE III **OTHER COMPENSATION**

Section 01. **LIMITATIONS ON TUITION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Pre-approval by the City Manager is required in advance of registering for the course.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and

submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two years of receiving educational reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check.

Section 02. AUTOMOBILE ALLOWANCE. Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle, as determined by the City Manager. This allowance will be in lieu of expense claims for the use of private automobiles on City business. All uses of city vehicles shall be per the city vehicle use policy.

Section 03. ADVANCED EDUCATION COMPENSATION. Executive Management Employees that have an advanced degree (Master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job requirement, will be given a 3% base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 04. TECHNOLOGY/CELL PHONE EQUIPMENT. Subject to the written approval of the City Manager, the city shall provide Executive Management Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

ARTICLE IV RETIREMENT BENEFITS

Section 01. THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA) provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees. The California Public Employees' Pension Reform Act (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of New Members and specifies requirements specific to New Members. Eligibility as a Classic or New Member is governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by CalPERS.

Section 02. Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

Section 03. Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

Section 04. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

Section 05. PEPRA New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 06. PEPRA New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPRA Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 07. PEPRA New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 PERS Plan for PEPRA New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 08. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

~~**Section 09.** One Year Final Compensation. The City provides one year final compensation pursuant to Government Code Section 20042.~~

Section 0910. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE V **VACATION LEAVE**

Section 01. VACATION ACCRUAL. Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five (5) Years of Service, employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120 hours) per year.
- B. For Years of Service from year Six (6) through Ten (10), employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160 hours) per year.
- C. Commencing with the Eleventh Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.

Section 02. MAXIMUM ACCUMULATION. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

Section 03. HOLIDAY DURING VACATION. An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

Section 04. UTILIZATION OF VACATION LEAVE. Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. CONVERSION OF UNUSED VACATION TO CASH. Employees are allowed to request buyback of a maximum of 40 hours during a fiscal year as long as there remains a minimum of eight (8) hours in employee's vacation leave after buyback. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. VACATION PAYMENT AT SEPARATION. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

~~In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.~~

~~Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary~~

~~separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.~~

ARTICLE VI **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. ~~Recognized Holidays.~~The following are recognized as Holidays:
 - The first day of January, New Year's Day.
 - The third Monday in January, Martin Luther King's Birthday.
 - The third Monday in February, President's Day.
 - The last Monday in May, Memorial Day.
 - The fourth day of July, Independence Day.
 - The first Monday in September, Labor Day.
 - The second Monday in October, Columbus Day.
 - The eleventh day of November, Veteran's Day.
 - The fourth Thursday in November, Thanksgiving Day.
 - The fourth Friday in November, the day after Thanksgiving Day.
 - The twenty-fifth day of December, Christmas Day.One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review.

Section 02. **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

ARTICLE VII **OTHER LEAVES**

Section 01. **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

Section 02. **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

Section 03. **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

Section 03. RESTRICTIONS. An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

Section 04. MEDICAL INSURANCE BENEFITS AFTER DEATH ~~WHILE ON~~ IN THE LINE OF DUTY. Should ~~an affected employee~~ the Police Chief or Fire Chief lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to two (2) years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the two (2) years has elapsed, providing that the plan allows for continued participation.

Section 05. SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS. Upon normal retirement from the City, Employee may convert 25.0 percent of his/her Sick Leave balance to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A of Article VIII.

Section 06. INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE X WORKERS' COMPENSATION COVERAGE

Section 01. WORKERS' COMPENSATION COVERAGE. The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.

ARTICLE XI STATE DISABILITY INSURANCE COVERAGE

Section 01. STATE DISABILITY INSURANCE. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") ~~for employees represented by SCMPEA~~. This program shall work as follows:

Section 02. PAYMENT OF SDI PREMIUMS. SDI premiums shall be paid in full by the City on behalf of all participating Employees.

ARTICLE XII LIFE INSURANCE AND DEFERRED COMPENSATION

Section 01. LIFE INSURANCE. The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

Section 02. ICMA DEFERRED COMPENSATION PLAN. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIII UNIFORMS AND UNIFORM ALLOWANCES

Section 01. **UNIFORM ALLOWANCES.** Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

ARTICLE XIV SEVERANCE

Section 01. The City shall give an Affected Non-Public Safety Employee who is terminated for any reason, other than For Cause, an amount equivalent to three months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement. The City shall give an Affected Public Safety Employee who is terminated for any reason, other than For Cause, an amount equivalent to four months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE XIV ELECTIONS

Section 01. In no event will the terms of this resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

Greg Folsom, City Manager

CONFIDENTIAL EMPLOYEE PROGRAM

Definition:

Confidential Employee - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

Purpose of the Confidential Employee Compensation Program: For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating

effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

Employees Covered: Employees covered under this program shall include the following:

- A. At-Will Management/FLSA Exempt (Unrepresented-Confidential) hired prior to July 30, 2019
Recreation, Parks, and Marina Director
Public Works Director

- B. Confidential. FLSA Exempt (SCMPEA)
Secretary to the City Manager/Deputy City Clerk
Senior Management Analyst (Budget & Human Resources)
Accounting Services Manager

- C. Confidential. FLSA non-exempt
Accounting Technician (Payroll)
Human Resources Technician
Administrative Assistant II (Police Department)

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

Exempt Status of Employees Covered: Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

Confidential Pay Differential: Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their norm job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

Application of Compensation Plan: Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date falls within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this Program shall be July 30, 2019.

CITY OF SUISUN CITY

Greg Folsom, City Manager Date

**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS FOR
EXECUTIVE MANAGEMENT EMPLOYEES**
EFFECTIVE November 24, 2020
Amended by Resolution No. 2020-

ARTICLE I **INTRODUCTION**

Section 01. **AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

- Chief of Police
- Development Services Director
- Finance Director
- Fire Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

ARTICLE II **SALARY**

Section 01. **BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. **SALARY AND WAGE SCHEDULE.** The classifications listed below shall have the following monthly pay ranges, which became effective December 27, 2019:

Chief of Police	\$11,112 - \$13,507
Development Services Director	\$8,795 - \$11,873
Fire Chief	\$11,112 - \$13,507
Public Works Director / City Engineer	\$8,795 - \$11,873
Recreation, Parks, & Marina Director	\$8,795 - \$11,873

The classification listed below shall have the following monthly pay range, which became effective March 4, 2020:

Finance Director	\$8,795 - \$11,873
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Section 03. **CRITICAL STAFFING RETENTION AND RECRUITING PAY.** The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Department staff. To address this critical staffing issue and to mitigate the resulting negative impacts upon the City, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention. Effective upon passage of a resolution by City Council adopting this amended and restated Schedule of Salary and Benefits, the Police Chief shall receive an

additional 6% of base hourly non-pensionable compensation for hours worked through the end of December 31, 2020.

Section 04. FIRE DUTY CHIEF STANDBY PAY. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective upon passage of a resolution by City Council adopting this amended and restated Schedule of Salary and Benefits, the Fire Chief when assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 05. ACTING CITY MANAGER PAY. If assigned as Acting City Manager for a duration that exceeds 7 business days, the employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 03. LEVEL OF COMPENSATION. The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. WORK SCHEDULES. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule: Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 05. FLSA EXEMPT STATUS. The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. ADVANCEMENT WITHIN SCHEDULE. An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 07. EMPLOYMENT STATUS. All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination.

ARTICLE III OTHER COMPENSATION

Section 01. LIMITATIONS ON TUITION REIMBURSEMENT. Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Pre-approval by the City Manager is required in advance of registering for the course.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two years of receiving educational reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle, as determined by the City Manager. This allowance will be in lieu of expense claims for the use of private automobiles on City business. All uses of city vehicles shall be per the city vehicle use policy.

Section 03. **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that have an advanced degree (Master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job requirement, will be given a 3% base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 04. **TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the city shall provide Executive Management Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

ARTICLE IV **RETIREMENT BENEFITS**

Section 01. **THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)** The California Public Employees' Pension Reform Act (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of New Members and specifies requirements specific to New Members. Eligibility as a Classic or New Member is governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by CalPERS.

Section 02. Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

Section 03. Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

Section 04. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

- B. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

Section 05. PEPR New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 06. PEPR New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPR Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 07. PEPR New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 PERS Plan for PEPR New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 08. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

Section 09. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE V **VACATION LEAVE**

Section 01. **VACATION ACCRUAL.** Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five (5) Years of Service, employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120 hours) per year.
- B. For Years of Service from year Six (6) through Ten (10), employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160 hours) per year.
- C. Commencing with the Eleventh Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.

Section 02. **MAXIMUM ACCUMULATION.** Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 hours of Vacation Leave. Employees with over

15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

Section 03. **HOLIDAY DURING VACATION.** An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

Section 04. **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. **CONVERSION OF UNUSED VACATION TO CASH.** Employees are allowed to request buyback of a maximum of 40 hours during a fiscal year as long as there remains a minimum of eight (8) hours in employee's vacation leave after buyback. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

ARTICLE VI **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. The following are recognized as Holidays:
 - The first day of January, New Year's Day.
 - The third Monday in January, Martin Luther King's Birthday.
 - The third Monday in February, President's Day.
 - The last Monday in May, Memorial Day.
 - The fourth day of July, Independence Day.
 - The first Monday in September, Labor Day.
 - The second Monday in October, Columbus Day.
 - The eleventh day of November, Veteran's Day.
 - The fourth Thursday in November, Thanksgiving Day.
 - The fourth Friday in November, the day after Thanksgiving Day.
 - The twenty-fifth day of December, Christmas Day.
 - One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review.

Section 02. **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

ARTICLE VII **OTHER LEAVES**

Section 01. **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

Section 02. **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

Section 03. **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

Section 04. **BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/ Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

Section 05. **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

Section 06. **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

Section 07. **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

Section 08. **EXECUTIVE LEAVE.** An Affected Employee shall be granted one hundred twenty (120) hours of executive leave with pay each fiscal year (July 1 to June 30). Sixty hours of executive leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have executive leave credited as a pro-rated amount equal per AD 7, Section 8.5. Employees City may accumulate up to a maximum of 160.0 hours of Executive Leave.

Employees are allowed to request cash-out of a maximum of 40 hours during a fiscal year. Moreover, no request for conversion shall be granted unless first approved by the City Manager. City Manager may consider conversion of additional unused leave accruals in extreme or emergency situations.

ARTICLE VIII **SICK LEAVE**

Section 01. **SICK LEAVE.** Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

ARTICLE IX **MEDICAL & DENTAL INSURANCE**

Section 01. **CORE FLEX PLAN.** The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

<u>Time Period</u>	<u>Employee</u>	<u>Employee +1</u>	<u>Employee+Family</u>
1/1/19 -1/31/19	>>>>>>>>>>>>>>>>>>>>>	KAISER RATE<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<	
1/1/20-1/31/20	>>>>>>>>>>>>>>>>>>>>>	KAISER RATE<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<	

Section 02. **FLEXIBLE BENEFIT OPTIONS.** The City agrees to provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

Section 03. **RESTRICTIONS.** An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

Section 04. **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.** Should the Police Chief or Fire Chief lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to two (2) years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the two (2) years has elapsed, providing that the plan allows for continued participation.

Section 05. **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Employee may convert 25.0 percent of his/her Sick Leave balance to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A of Article VIII.

Section 06. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE X **WORKERS' COMPENSATION COVERAGE**

Section 01. WORKERS' COMPENSATION COVERAGE. The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.

ARTICLE XI STATE DISABILITY INSURANCE COVERAGE

Section 01. STATE DISABILITY INSURANCE. The City shall participate under the State Disability Insurance Program (hereinafter "SDI"). This program shall work as follows:

Section 02. PAYMENT OF SDI PREMIUMS. SDI premiums shall be paid in full by the City on behalf of all participating Employees.

ARTICLE XII LIFE INSURANCE AND DEFERRED COMPENSATION

Section 01. LIFE INSURANCE. The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

Section 02. ICMA DEFERRED COMPENSATION PLAN. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIII UNIFORMS AND UNIFORM ALLOWANCES

Section 01. UNIFORM ALLOWANCES. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

ARTICLE XIV SEVERANCE

Section 01. The City shall give an Affected Non-Public Safety Employee who is terminated for any reason, other than For Cause, an amount equivalent to three months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement. The City shall give an Affected Public Safety Employee who is terminated for any reason, other than For Cause, an amount equivalent to four months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE XIV ELECTIONS

Section 01. In no event will the terms of this resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

Greg Folsom, City Manager

CONFIDENTIAL EMPLOYEE PROGRAM

Definition:

Confidential Employee - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

Purpose of the Confidential Employee Compensation Program: For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

Employees Covered: Employees covered under this program shall include the following:

- A. At-Will Management/FLSA Exempt (Unrepresented-Confidential) hired prior to July 30, 2019
Recreation, Parks, and Marina Director
Public Works Director
- B. Confidential. FLSA Exempt (SCMPEA)
Secretary to the City Manager/Deputy City Clerk
Accounting Services Manager
- C. Confidential. FLSA non-exempt
Accounting Technician (Payroll)
Human Resources Technician
Administrative Assistant II (Police Department)

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

Exempt Status of Employees Covered: Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

Confidential Pay Differential: Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their norm job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

Application of Compensation Plan: Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date falls within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this Program shall be July 30, 2019.

CITY OF SUISUN CITY

Greg Folsom, City Manager Date

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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 AN EMPLOYMENT
AGREEMENT WITH FIRE CHIEF JUSTIN VINCENT**

WHEREAS, Fire Chief Justin Vincent (“Chief Vincent”) was appointed to the position of fire chief by the City’s City Manager and commenced employment for the City effective November 25, 2020; and

WHEREAS, Chief Vincent desires to continue to provide professional services to the City as its fire chief; and

WHEREAS the City desires that Chief Vincent continue to provide professional services to the City as its fire chief; and

WHEREAS, the Parties now wish to establish the terms and conditions of Chief Vincent’s services to the City by means of a written contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the City Manager to execute an employment agreement between the City and Fire Chief Justin Vincent, which is attached hereto as Attachment 1.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 24th day of November 2020, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 24th day of November 2020.

Donna Pock, CMC
Deputy City Clerk

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CITY OF SUISUN CITY
FIRE CHIEF
EMPLOYMENT AGREEMENT

This FIRE CHIEF EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 25th day of November, 2020 by and between the CITY OF SUISUN CITY (the “City”), a general law city and municipal corporation, and JUSTIN VINCENT (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, pursuant to Suisun City Municipal Code §2.08.110, the city manager has the authority to appoint and remove department heads, subject to prior approval by the City Council; and

WHEREAS, the position of fire chief serves as the department head for the City’s fire department; and

WHEREAS, pursuant to Government Code section 38611, the fire department for a city shall be under the charge of a chief who shall have had previous training and experience as a fireman; and

WHEREAS, Employee has had previous training and experience as a fireman as required by Government Code section 38611; and

WHEREAS, the duties of the fire chief position are set forth more specifically in the class specifications attached hereto as Exhibit “A”; and

WHEREAS, Employee was appointed to the position of fire chief by the City’s City Manager and commenced employment for the City effective August 27, 2018; and

WHEREAS, Employee desires to continue to provide professional services to the City as its fire chief; and

WHEREAS, the City desires that Employee continue to provide professional services to the City as its fire chief; and

WHEREAS, the Parties now wish to establish the terms and conditions of Employee’s services to the City by means of a written contract, as contained and described in this Agreement; and

WHEREAS, 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; and

WHEREAS, 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.

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

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

1.1 **Duties.** City hereby employs Employee as fire chief for the City to perform the functions and duties of the fire chief, as specified in the Government Code of the State of California and the job description attached hereto as Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 **Work Schedule.** It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of fire chief will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 5:00 p.m., Monday through Friday)), or as agreed to by City Manager, and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime. However, Employee shall be eligible for Fire Duty Chief Standby pay as provided in Section 6.12 below.

1.3 **Other Activities.** Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the fire chief.

1.4 **Employment Status.** Employee shall serve at the will and pleasure of the City Manager and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below, which is in accordance with the state mandated protections afforded by the Firefighters Procedural Bill of Rights Act (“FFBOR”) (Government Code sections 3250-3262).

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to Suisun City Municipal Code §2.40.040 and the City's Personnel Rules (Administrative Directive – AD 7) pursuant to Personnel Rule §1.4.9.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be Thirteen Thousand Five Hundred Seven Dollars and Eighty Three Cents (\$13,507.83) monthly ("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.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.3 Effectuating Salary Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") or increases to the Salary, as received by other Executive Management employees, pursuant to the Schedule of Salary and Benefits for Executive Management Employees, as the same may be modified for all such employees by resolution of Council from time to time.

3.0 TERM

3.1 Commencement & Effective Date. Employee commenced his services as Fire Chief on August 27, 2018. This Agreement shall be effective on November 25, 2020 ("Effective Date").

3.2 Term. This Agreement shall remain in effect from the Effective Date specified at Section 3.1 until this Agreement is terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, subject to the prior approval of the City Council as required by Suisun City Municipal Code §2.08.110, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein. Administrative appeal shall be in accordance with the requirements of the FFBOR, including but not limited to Government Code section 3254(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 3.4, Employee expressly waives any rights provided for the fire chief under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of fire chief. Notwithstanding this Section 3.4, Employee remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance. In order to comply with

the requirements of California Government Code section 3254(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

(1) Within five (5) days of receipt of written notice under Section 3.4(a), Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

(2) Upon Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3254(c) and for purposes of this subdivision, the removal of Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for Employee's termination in addition to those stated in Section 3.4(a) above.

(3) At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(4) Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Agreement unless severance was already tendered. Following City Council's review and consideration of the advisory decision, Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

(b) Termination by City Manager Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3254(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

(1) The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day period provided under Section 3.4(b).

(2) Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay under Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. Except as provided in Sections 3.3 and 3.4, in the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by four (4), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the four (4) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Fire Department and the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of Employee's

date of hire. In addition, Employee shall submit for the City Manager's consideration at those times established by the City Manager, but at least annually, Employee's proposed performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his sole discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Retirement. Employee is a "classic" CalPERS member and shall participate in the City's 2% at 55 CalPERS formula for classic fire employees. Such formula for classic fire employees includes the following under the City's contract with CalPERS: (i) 1959 Survivor Benefits Level 3. The City shall pay employer and employee contributions applicable to the fire chief position consistent with the amounts defined in the Schedule of Salary and Benefits for Executive Management Employees then in effect. The City currently pays the full employer and employee CalPERS contribution. The current employee contribution is presently seven percent (7%). The Schedule of Salary and Benefits for Executive Management Employees currently provides that for classic fire safety employees, CalPERS Employer Paid Member Contributions will be reported as "Special Compensation".

6.2 Medical, Dental, and Vision. The City shall provide to Employee the same group medical, dental, and vision insurance benefits offered to the City's Executive Management Employees under the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently participates in CalPERS Health and pays up to the current Kaiser family rate. Employee may use a Flex Spending account to select health, dental, and vision plans. In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to an in-lieu payment from the City, currently up to Seven Hundred Dollars (\$700) per month for Executive Management employees.

6.3 Vacation Leave. Employee shall accrue vacation leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of vacation leave shall also be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect. Currently, vacation leave accrual ranges from 120 hours per year up to 200 hours per year depending on years of service, with accrual caps of 280 hours (for 15 or fewer years of service) and 320 hours (for over 15 years of service).

6.4 Executive Leave. Employee shall accrue executive leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject

to the terms, conditions and limits specified therein. Executive Management Employees are currently provided one hundred twenty (120) hours of administrative leave with pay each fiscal year (July 1 to June 30). Eligibility for cashout of executive leave, if any, shall be as set forth in the Schedule of Salary and Benefits for Executive Management Employees then in effect.

6.5 Holidays. Employee shall be entitled to the holidays specified in the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently observes eleven (11) holidays and provides two (2) floating holidays. Utilization and cash out of floating holiday leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect.

6.6 Sick Leave. Employee shall accrue sick leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of sick leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect. Sick leave accrual is currently 96 hours per year.

6.7 Uniform Allowance. Employee shall be provided an annual uniform allowance consistent with the amount provided for Executive Management Employees in the Schedule of Salary and Benefits for Executive Management Employees then in effect (currently \$1,300 annually).

6.8 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.

6.9 Cellular Phone. Employee shall receive a cellular phone to be used for conducting City business. Employee's use of such cellular phone shall be subject to the City's policies and regulations then in effect applicable to employee use of City cell phones and computers.

6.10 Deferred Compensation. The City currently provides an ICMA Deferred Compensation Plan as an optional benefit and shall provide to Employee deferred compensation matching contributions consistent with the amount provided for Executive Management Employees in the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Currently, the City will match any contributions made by Employee, up to 3.5% per pay period. The City's matching contribution, if any, will be contributed on a pay period basis.

6.11 Life Insurance. The City shall provide to Employee term life insurance and accidental death and dismemberment insurance coverage consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently provides for a term life insurance policy for Employee with coverage in the amount of Two Hundred Thousand Dollars (\$200,000).

6.12 Eligibility for Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, Employee may be assigned to

serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. When assigned to serve as Duty Chief, Employee shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Pay pursuant to this section 6.12 shall not affect Employee's status as exempt employee for the purposes of the Fair Labor Standards Act. (29 CFR §541.604.)

6.13 Gym Membership Reimbursement. Employee shall be eligible for gym membership reimbursement from the City in the amount of \$25.00 per pay period.

6.14 Miscellaneous Benefits. Employee shall be entitled to the same additional benefits not specified in this Section 6.0 as provided to the City's Executive Management Employees under the Schedule of Salary and Benefits for Executive Management Employees then in effect, and subject to the terms, conditions and limits specified therein.

6.15 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 Employees under the Schedule of Salary and Benefits for Executive Management Employees 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 Executive Management Employees by amendment of the Schedule of Salary and Benefits for Executive Management Employees. 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.

6.16 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 fire chief in the Schedule of Salary and Benefits for Executive Management Employees then in effect.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, as budgeted and approved by the City Manager. Such memberships may include national, regional, state and local governmental groups and committees on which Employee may from time to time serve as a member. The total of any such professional dues, certifications and subscriptions shall not exceed the budgeted amounts during any fiscal year without prior written approval by the City Manager.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City

Manager may, in his sole discretion, approve such unbudgeted expenditures in writing if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager

To Employee:

Justin Vincent

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

[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SUISUN CITY

Lori Wilson, Mayor

ATTEST:

Donna Pock, CMC
Deputy City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Justin Vincent

EXHIBIT "A"

[Fire Chief Job Description]

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Suisun City, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and JUSTIN VINCENT, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Fire Chief effective _____ serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently [REDACTED] years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of [REDACTED], [REDACTED]. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of [REDACTED] and [REDACTED] cents (\$ [REDACTED].00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including [REDACTED], [REDACTED] (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Firefighters Procedural Bill of Rights Act ("FFBOR") (Government Code sections 3250-3262), and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have

under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully,

finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion,

and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
JUSTIN VINCENT

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
_____, City Attorney

[EMPLOYEE'S LAW FIRM]

By: _____
[Counsel]

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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 AN AMENDED AND
RESTATED EMPLOYMENT AGREEMENT WITH CHIEF OF POLICE AARON
ROTH**

WHEREAS, Chief of Police Aaron Roth (“Chief Roth”) was appointed to the position of chief of police by the City’s City Manager and commenced employment for the City effective July 1, 2019; and

WHEREAS, the terms and conditions of Chief Roth’s employment with the City are memorialized in the Chief of Police Employment Agreement effective June 18, 2019; and

WHEREAS, Chief Roth desires to continue to serve as the City’s chief of police; and

WHEREAS, the City desires that Chief Roth continue to provide professional services to the City as its chief of police; and

WHEREAS, the Parties now wish to enter into an amended and restated employment agreement to establish the terms and conditions of Chief Roth’s services to the City and ensure consistency with the employment agreement between the City and Fire Chief Justin Vincent.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the City Manager to execute the amended and restated employment agreement between the City and Chief of Police Aaron Roth, which is attached hereto as Attachment 1.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 24th day of November 2020, by the following vote:

AYES: Council Members: _____
NOES: Council Members: _____
ABSENT: Council Members: _____
ABSTAIN: Council Members: _____

WITNESS my hand and the seal of said City this 24th day of November 2020.

Donna Pock, CMC
Deputy City Clerk

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CITY OF SUISUN CITY
AMENDED AND RESTATED
CHIEF OF POLICE
EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED CHIEF OF POLICE EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 25th day of November, 2020 by and between the CITY OF SUISUN CITY (the “City”), a general law city and municipal corporation, and AARON ROTH (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, pursuant to Suisun City Municipal Code §2.08.110, the city manager has the authority to appoint and remove department heads, subject to prior approval by the City Council; and

WHEREAS, the position of chief of police serves as the department head for the City’s police department; and

WHEREAS, the position of chief of police is prescribed by state law at Government Code §§ 41601-41612; and

WHEREAS, the duties of the chief of police position are set forth more specifically in the class specifications attached hereto as Exhibit “A”; and

WHEREAS, Employee was appointed to the position of police chief beginning July 1, 2019 by the City’s City Manager by means of a Chief of Police Employment Agreement effective June 18, 2019 (the “Original Agreement”); and

WHEREAS, Employee desires to continue to provide professional services to the City as its police chief; and

WHEREAS, the City desires that Employee continue to provide professional services to the City as its police chief; and

WHEREAS, the Parties now wish to establish the terms and conditions of Employee’s services to the City by means of a written contract, as contained and described in this Agreement; and

WHEREAS, 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; and

WHEREAS, 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.

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

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

1.1 **Duties.** City hereby employs Employee as chief of police for the City to perform the functions and duties of the chief of police, as specified in the Government Code of the State of California and the job description attached hereto as Exhibit “A”, and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 **Work Schedule.** It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of chief of police will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday, Wednesday and Thursday; 8:00 a.m. to 7:00 p.m. on Tuesday), or as agreed to by the City Manager, and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 **Other Activities.** Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the chief of police.

1.4 **Employment Status.** Employee shall serve at the will and pleasure of the City Manager and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below, which is in accordance with the state mandated protections afforded by the Public Safety Officers Procedural Bill of Rights Act (“POBOR”) (Government Code sections 3300-3313).

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to Suisun City Municipal Code §2.40.040 and the City's Personnel Rules (Administrative Directive – AD 7) pursuant to Personnel Rule §1.4.9.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be Thirteen Thousand Five Hundred Seven Dollars and Eighty Three Cents (\$13,507.83) monthly ("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.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.3 Effectuating Salary Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") or increases to the Salary, as received by other Executive Management employees, pursuant to the Schedule of Salary and Benefits for Executive Management Employees, as the same may be modified for all such employees by resolution of Council from time to time.

3.0 TERM

3.1 Commencement & Effective Date. Employee commenced his services as Police Chief on July 1, 2019. This Agreement shall be effective on November 25, 2020 ("Effective Date").

3.2 Term. This Agreement shall remain in effect from the Effective Date specified at Section 3.1 until this Agreement is terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, subject to the prior approval of the City Council as required by Suisun City Municipal Code §2.08.110, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein. Administrative appeal shall be in accordance with the requirements of the POBOR, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 3.4, Employee expressly waives any rights provided for the chief of police under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of chief of police. Notwithstanding this Section 3.4, Employee remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Suisun City Police Department policy manual, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay

severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

(1) Within five (5) days of receipt of written notice under Section 3.4(a), Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

(2) Upon Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for Employee's termination in addition to those stated in Section 3.4(a) above.

(3) At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(4) Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Agreement unless severance was already tendered. Following City Council's review and consideration of the advisory decision, Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

(b) Termination by City Manager Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

(1) The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day period provided under Section 3.4(b).

(2) Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay under Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. Except as provided in Sections 3.3 and 3.4, in the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by four (4), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the four (4) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Police Department and the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration at those times established by the City Manager, but at least annually, Employee's proposed performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his sole discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Retirement. Employee is a "classic" CalPERS member and shall participate in the City's 3% at 50 CalPERS formula for classic police employees. Such formula for classic police employees is subject to the following under the City's contract with CalPERS: (i) final compensation calculated based on single highest year of compensation; (ii) Level 4, Survivor Benefits (requiring payment by Employee in the amount of \$2 per month); and (iii) credit for unused sick leave (reduced by the number of any hours converted to cash). The City shall pay employer and employee contributions applicable to the chief of police position consistent with the amounts defined in the Schedule of Salary and Benefits for Executive Management Employees then in effect. The City currently pays the full employer CalPERS contribution. The current employee contribution is presently nine percent (9%), with the City paying a five percent (5%) portion of the required employee contribution and Employee paying the remaining four percent (4%) portion.

6.2 Medical, Dental, and Vision. The City shall provide to Employee the same group medical, dental, and vision insurance benefits offered to the City's Executive Management Employees under the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently participates in CalPERS Health and pays up to the current Kaiser family rate. Employee may use a Flex Spending account to select health, dental, and vision plans. In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to an in-lieu payment from the City, currently up to Seven Hundred Dollars (\$700) per month for Executive Management employees.

6.3 Vacation Leave. Employee shall accrue vacation leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of vacation leave shall also be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect. Currently, vacation leave accrual ranges from 120 hours

per year up to 200 hours per year depending on years of service, with accrual caps of 280 hours (for 15 or fewer years of service) and 320 hours (for over 15 years of service).

6.4 Executive Leave. Employee shall accrue executive leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Executive Management Employees are currently provided one hundred twenty (120) hours of administrative leave with pay each fiscal year (July 1 to June 30). Eligibility for cashout of executive leave, if any, shall be as set forth in the Schedule of Salary and Benefits for Executive Management Employees then in effect.

6.5 Holidays. Employee shall be entitled to the holidays specified in the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently observes eleven (11) holidays and provides two (2) floating holidays. Utilization and cash out of floating holiday leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect.

6.6 Sick Leave. Employee shall accrue sick leave consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of sick leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Executive Management Employees then in effect. Sick leave accrual is currently 96 hours per year.

6.7 Uniform Allowance. Employee shall be provided an annual uniform allowance consistent with the amount provided for Executive Management Employees in the Schedule of Salary and Benefits for Executive Management Employees then in effect (currently \$1,300 annually).

6.8 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.

6.9 Cellular Phone. Employee shall receive a cellular phone to be used for conducting City business. Employee's use of such cellular phone shall be subject to the City's policies and regulations then in effect applicable to employee use of City cell phones and computers.

6.10 Deferred Compensation. The City currently provides an ICMA Deferred Compensation Plan as an optional benefit and shall provide to Employee deferred compensation matching contributions consistent with the amount provided for Executive Management Employees in the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms, conditions and limits specified therein. Currently, the City will match any contributions made by Employee, up to 3.5% per pay period. The City's matching contribution, if any, will be contributed on a pay period basis.

6.11 Life Insurance. The City shall provide to Employee term life insurance and accidental death and dismemberment insurance coverage consistent with the Schedule of Salary and Benefits for Executive Management Employees then in effect, subject to the terms,

conditions and limits specified therein. The City currently provides for a term life insurance policy for Employee with coverage in the amount of Two Hundred Thousand Dollars (\$200,000).

6.12 Miscellaneous Benefits. Employee shall be entitled to the same additional benefits not specified in this Section 6.0 as provided to the City's Executive Management Employees under the Schedule of Salary and Benefits for Executive Management Employees then in effect, and subject to the terms, conditions and limits specified therein.

6.13 Gym Membership Reimbursement. Employee shall be eligible for gym membership reimbursement from the City in the amount of \$25.00 per pay period.

6.14 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 Employees under the Schedule of Salary and Benefits for Executive Management Employees 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 Executive Management Employees by amendment of the Schedule of Salary and Benefits for Executive Management Employees. 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.

6.15 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 Schedule of Salary and Benefits for Executive Management Employees then in effect.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, as budgeted and approved by the City Manager. Such memberships may include the Solano County Police Chiefs Association and such other national, regional, state and local governmental groups and committees on which Employee may from time to time serve as a member. The total of any such professional dues, certifications and subscriptions shall not exceed the budgeted amounts during any fiscal year without prior written approval by the City Manager.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his sole discretion, approve such unbudgeted expenditures in writing if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at

local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements (including the Original Agreement), either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585

To Employee:

Aaron Roth
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SUISUN CITY

Lori Wilson, Mayor

ATTEST:

Donna Pock, CMC
Deputy City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Aaron Roth

EXHIBIT "A"

[Chief of Police Job Description]

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Suisun City, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and AARON ROTH, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Chief of Police effective _____ serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently [REDACTED] years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of [REDACTED], [REDACTED]. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of [REDACTED] and [REDACTED] cents (\$ [REDACTED].00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including [REDACTED], [REDACTED] (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have

under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully,

finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion,

and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
AARON ROTH

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
_____, City Attorney

[EMPLOYEE'S LAW FIRM]

By: _____
[Counsel]

AGENDA TRANSMITTAL

MEETING DATE: November 24, 2020

CITY AGENDA ITEM: Discussion and Direction Regarding Selection of a Third Storefront Retailer in Response to the Request for Applications (RFA).

FISCAL IMPACT: The ultimate selection of an identified retailer will generate cannabis tax and sales tax revenues to the City. Revenues are dependent on the operations and the full scope of their business plan. When the Commercial Cannabis Business Permit (CCBP) is brought through the entitlement process, a more specific revenue figure will be provided.

STRATEGIC PLAN IMPACT: Develop sustainable economy; Ensure fiscal solvency.

BACKGROUND: At the November 17 City Council meeting, the City Council directed staff to work with a second cannabis retailer (“Cannabissary”). The Cannabis Ad Hoc had recommended Element 7 as the highest rated application, but City Council had concerns over access to its location at 300 Railroad Avenue. However, staff feels strongly that any access concerns can be mitigated through the entitlement process. For this reason, and a preference to Cannabissary’s business plan the City Council directed staff to work with Cannabissary.

STAFF REPORT: Subsequent to the November 17 meeting, staff has worked with the Cannabis Ad Hoc (Vice Mayor Williams and Councilmember Adams) regarding the possibility of recommending a third cannabis retailer in the city. There are two reasons for this recommendation: (1) Element 7 would be able to begin operation within months and (2) The Cannabissary application is a ground up development and is expected to take approximately two years before the use is up and running. Meanwhile, the City of Fairfield appears to have passed a cannabis tax measure through the most recent election which will enable them to soon issue cannabis licenses in their city.

Via the Ad Hoc, the Cannabissary application would still be retained as the second cannabis retailer in the city, but Element 7 would be the third and final cannabis retailer allowed under Ordinance No. 768.

CEQA ANALYSIS: This discussion and direction item is not considered a project per state law. A CEQA analysis will need to be completed with the future processing of any CCBP.

RECOMMENDATION: It is recommended that the City Council direct staff to work with Element 7 as the third Cannabis Retailer in the city.

ATTACHMENTS:

1. Element 7 Retail Storefront Applications (Redacted). Due to the size of this attachment it can be found online at <https://www.suisun.com/government/city-council/city-council/>; or in the City Clerk’s Office.
2. November 17 City Council Staff Report.
3. PowerPoint Presentation.

PREPARED BY:

John Kearns, Senior Planner

REVIEWD/APPROVED BY:

Greg Folsom, City Manager

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AGENDA TRANSMITTAL

MEETING DATE: November 17, 2020

CITY AGENDA ITEM: Discussion and Direction Regarding Selection of Up to Two Storefront Retailers in Response to the Request for Applications (RFA).

FISCAL IMPACT: The ultimate selection of an identified retailer will generate cannabis tax and sales tax revenues to the City. Revenues are dependent on the operations and the full scope of their business plan. When the Commercial Cannabis Business Permit is brought through the entitlement process, a more specific revenue figure will be provided.

STRATEGIC PLAN IMPACT: Develop sustainable economy; Ensure fiscal solvency.

BACKGROUND: The City has discussed cannabis regulations, appropriate tax rates, and user fees on several occasions over the past three plus years. Below is a condensed timeline which shows key discussions and milestones since beginning the discussion in March 2017:

- March 21, 2017 – First City Council Briefing and Policy Discussion
- June 7, 2017 – Cannabis Policy Community Meeting
- May 29, 2018 - City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC).
- November 26, 2019 – City Council set applicable tax rates for cannabis related activities with the passage of Resolution 2019-120.
- December 3, 2019 – City Council directed staff to prepare amendments to Chapter 18.49 that would expand opportunities for retail storefronts and various text amendments.
- December 17, 2019 – City Council amended Master Fee Schedule which included cannabis application fee and Commercial Cannabis Business Permit fee increases.
- January 9, 2020 to May 7, 2020 – Request for Applications (RFA) period for up to three retail storefronts.
- January 28, 2020 – Staff holds a cannabis applicant workshop at Suisun City Hall.
- March 17, 2020 – City Council adopts Ordinance No. 768 which increased the number of retail storefront locations from one to three and expanded the eligible zoning districts.
- June 16, 2020 – City Council provides staff direction on first round of RFA process.
- September 22, 2020 – Cannabis Ad Hoc holds interviews for RFA respondents.

The City’s Request for Applications (RFA) process was open from July 15, 2020 to September 1, 2020. Throughout the open period, staff responded to questions, maintained the cannabis page on the website, and sent direct emails to the interest list. Staff hand-delivery of each of the proposals.

After opening and closing the RFA period and holding applicant interviews, it is now time to have the discussion with the entire City Council and receive direction on how staff should move forward.

PREPARED BY:

REVIEWD/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

STAFF REPORT: As a result of the RFA, the City received four applications. Below is a brief description of each of the applications, as well as information on the RFA process and the Ad Hoc meeting (including recommendation).

Brief Description of the Applications Received

Railroad Clinica Center (Blossom/Railroad)

The applicants are Juan Garcia-Flores, Ana Garcia, and Jaime Corona (landowner). The proposed location is on a vacant parcel at the southwest corner of Blossom and Railroad Avenue (1348 Blossom Avenue). If granted the Commercial Cannabis Business Permit, they would undertake constructing a new building (3,000 square feet). This applicant applied to the first RFA earlier this year and made some modifications to that plan as a result of the feedback from the Ad Hoc Committee. Some of the modifications include updates to the pro-forma and the air quality plan. The applicants have two existing cannabis licenses (Vallejo and Pacifica).

Cannabissary (Humphrey/Railroad)

The applicant (and landowner) is Dr. Verna Schuetter. She owns five vacant parcels at the southwest corner of Humphrey Drive and Railroad Avenue. The proposal is for an approximate 2,500 square retail cannabis building with future Cannabis Business Zone expansion. This applicant applied to the first RFA earlier this year and modified the current application to address some of the concerns received through the initial RFA. Some of the modifications include more effort going into the pro-forma and development timeline, as well as bringing experienced people from the cannabis industry onto her team. The applicant does not have any existing cannabis licenses; however, she is a resident of Suisun City.

Element 7 (300 Railroad Avenue)

The applicant is the Element 7. The proposed location is at 300 Railroad Avenue (at the north east corner of Sunset Avenue and Railroad Avenue). The proposal is to initially operate from the existing building while ultimately constructing a new building on-site from their ultimate buildout. The location is somewhat isolated in that existing roadways and the railroad tracks separate the parcel from any other plot of land. According to their application, they have been issued cannabis permits in eight communities with operations in Walnut Creek, and South San Francisco opening by the end of this calendar year. Two members of the leadership team are existing Suisun City business owners.

Eagle Eye Suisun (Sunset Shopping Center)

The applicant is the Vallejo Holistic Health Center (VHHC). The proposed location is at 141 Sunset Avenue Suite G (location faces Merganser Drive). The proposal is to locate in an existing 2,400 square foot suite at the Sunset Shopping Center. The location was proposed by another applicant through the first round of RFA's. One of the identified issues with the location at that time was the apparent limitation in parking. To address this issue, the applicant and property owner have agreed to allow up to 30 parking spaces in the rear of the shopping center. They hold seven cannabis licenses throughout California including Vallejo, Napa, Cloverdale, and San Francisco. The applicant is not an existing Suisun City resident or business owner.

Selection of “Recommended Operator” Process and Next Steps

According to Section 18.49.160(B) “Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions –Storefront Retailers/Dispensaries: Request for Applications (RFA) Process,” there are necessary steps in which the City must take in order to complete the RFA process. This includes a discussion before the entire City Council regarding a recommended operator(s).

Following the steps leading to the present (i.e. RFA period, application review, Ad Hoc interviews), the full City Council is now being asked to provide staff direction on one or more recommended operators. As stated previously, once a recommended operator(s) has been identified, staff will work with the operators and go through the entitlement process for a Commercial Cannabis Business Permit (CCBP). This will include public hearings before both the Planning Commission and City Council. Much like a conditional use permit, staff will distribute the application(s) to all city departments and work on developing a set of conditions of approval specific to the location. It is important to recognize that the CCBP is discretionary.

Ad Hoc Recommendation

At the conclusion of the Ad Hoc meeting, the Ad Hoc agreed on a recommendation that the Element 7 (300 Railroad Avenue) location was the top application with the Cannabissary application as number two. The Element 7 application and subsequent presentation illustrated the location as one located at a major intersection and plan would include getting under operation quickly while permitting of the new construction was taking place. Additionally, the applicant team has a strong experience in Norther California including two locations beginning to operate by the end of this calendar year. Lastly, the location of the future facility has direct access to Railroad Avenue and is in close proximity to the City of Fairfield. If the City Council were to direct staff to work through two Commercial Cannabis Permits, the Ad Hoc would recommend that Cannabissary be the second. The application displays a great deal of thought not only in the short-term, but also in the ultimate buildout of the site. It also would develop vacant land and be operated by a Suisun City resident.

Document Redactions

It should be noted that the packets do not include every document submitted by the applicants, and some documents have been redacted, as some documents (or parts thereof) are confidential. We used the California Public Records Act as a guide to determine which documents to withhold or redact, as follows:

- **Valid government-issued form of photo identification (i.e. driver’s licenses)**
 - Driver’s license information, including personal contact information such as home addresses, birthdays, telephone numbers, have been redacted pursuant to Gov. Code §§5254.1(b), 6255, and the state and federal constitutions, in order to protect the privacy of those individuals.
- **Live Scans reports**
 - Personal contact information from the Live Scan application has been redacted pursuant to Gov. Code §6255, and the state and federal constitutions, in order to protect the privacy of those individuals.

- **Site Plans prepared by licensed civil engineer or architect**
 - Architectural works are protected by federal copyright law (17 U.S.C. §§ 101, 102.). Official plans maintained by the City may be inspected, but cannot be copied without the City first requesting the written permission of the licensed or registered professional who signed the document and the original or current property owner (Health & Safety Code § 19851.).
- **Safety and Security Plans**
 - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
 - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
 - Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k) to the extent that they contain proprietary information.
- **Transportation Plans**
 - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
 - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
 - Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k) to the extent that they contain proprietary information.
- **Business Plan**
 - Records to the extent that they contain proprietary information and/or trade secrets pursuant Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k).
 - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
- **Operations Plan**
 - Records to the extent that they contain proprietary information and/or trade secrets pursuant Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k).
 - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
- **Criminal History Check**
 - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
 - Gov. Code §6255 based on a finding that the public interest of privacy clearly outweighs the public interest serviced by the disclosure of the record.
- **Social security numbers (in certain documents)**
 - Social security numbers from records have been redacted. Gov't Code § 6254.29.

- **Utility Customer Information**

- Utility customer's name, credit history, utility usage data, home address, or telephone number are exempt from disclosure pursuant to Gov. Code § 6254.16.

CEQA ANALYSIS: This discussion and direction item is not considered a project per state law. A CEQA analysis will need to be completed with the future processing of any CCBP.

RECOMMENDATION: It is recommended that the City Council direct staff to work with a recommended operator(s) and begin processing a CCBP application.

ATTACHMENTS:

1. Retail Storefront Applications (Redacted). – Due to the size of this attachment it is not included in the packet. However, it can be found online at <https://www.suisun.com/government/city-council/city-council/>; or in the City Clerk's Office.
2. PowerPoint Presentation.

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Discussion and Direction: Cannabis Storefront Retailers

City Council

November 24, 2020



Background

- Original Recommendation.
- November 17 City Council direction to work with Cannabissary.



Selection of Recommended Operator

- Section 18.49.160(B) "Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions –Storefront Retailers/Dispensaries: Request for Applications (RFA) Process."
- The full City Council is now being asked to provide staff direction on a potential third recommended operator.
- If directed, staff will work with the third operator and go through the entitlement process for a Commercial Cannabis Business Permit (CCBP).
- The CCBP is a discretionary action.



AdHoc⁹⁰ Recommendation

- The Cannabis Ad Hoc (Vice Mayor Williams and Councilmember Adams) have recommended the City Council direct staff to work with a third operator (Element 7).
- The prior direction to work with Cannabissary would remain in place as the second operator.



It is recommended that the City Council direct staff to work with Element 7 as the third cannabis retailer in the city.

Staff
91 Recommendation