

**AGREEMENT TO MODIFY THE TERMS OF
THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
TYLER SALCIDO**

This Agreement to extend the term of the employment agreement (hereinafter "Extension") is made this 30th day of June, 2023, by and between the City of Brawley, a municipal corporation, (hereinafter "Employer"), and Tyler Salcido, (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley and Employee entered into an Employment Agreement dated November 14, 2020, (hereinafter "Agreement") whereby Employer appointed Employee to serve in the position of City Manager. A true and correct copy of said Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the City of Brawley and Employee entered into an agreement to modify the terms of employment June 30, 2022 which provided an additional 1.5% cost-of-living increase to the approved 1.5% cost of living increase to be effective July 1, 2022. A true and correct copy of said Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the United States and the State of California have experienced record inflation in 2023; and

WHEREAS, the City Council has approved a plan to grant the City employees not on an employment contract, an additional 5% cost-of-living increase to the already approved 1% cost-of-living increase to be effective July 1, 2023

WHEREAS, the City Council approved the additional 6% to be granted to contract employees effective July 1, 2023; an additional 4% July 1, 2024, and an additional 2% July 1, 2025.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For good and valuable consideration, the parties agree that the Employee's compensation shall be increased six percent (6%) effective July 1, 2023, an additional 4% July 1, 2024, and an additional 2% July 1, 2025 in addition to the existing terms of the Contract.

- Effective 7/1/2023: \$176,447.60
- Effective 11/4/2023: \$179,094.31
- Effective 7/1/2024: \$186,258.09
- Effective 11/4/2024: \$189,051.96
- Effective 7/1/2025 \$192,833.00



2. For good and valuable consideration, the parties further agree that the remaining terms of the Agreement, other than base compensation, which are hereby incorporated by this reference shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Modification as of this ___ day of June, 2023.

EMPLOYER

EMPLOYEE

By George A. Nava
George Nava, Mayor

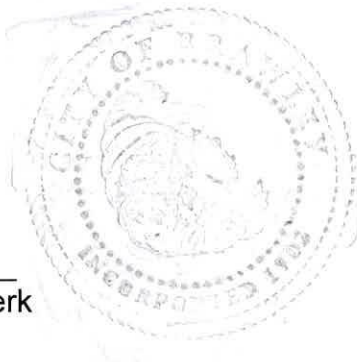
Tyler Salcido
Tyler Salcido

APPROVED AS TO FORM:

By William S. Smerdon
William S. Smerdon, City Attorney

ATTEST:

By William Smerdon
William Smerdon, Deputy City Clerk





**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
TYLER SALCIDO**

This Employment Agreement (hereinafter "Agreement") is made this 4th day of November, 2020, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Tyler Salcido (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley desires to appoint Tyler Salcido to the office of City Manager and to establish the terms and conditions of his employment; and

WHEREAS, Employer and Employee have negotiated the terms and conditions of employment; and

WHEREAS, Employee accepts such employment on the terms and conditions set forth herein; and

WHEREAS, the parties wish to execute an agreement covering terms and conditions of employment.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Position and Duties.
Employee shall serve as the City Manager for the City of Brawley commencing November 4, 2020 and ending November 3, 2025.

2. Compensation.
As payment and consideration for Employee's services, Employee shall be compensated at one hundred sixty thousand dollars (\$160,000) per year for the first two years. Effective November 4, 2022 the Employee shall receive a base salary of one hundred sixty-four thousand dollars (\$164,000) per year. Effective November 4, 2023 the Employee shall receive a base salary of one hundred and sixty-six thousand, five hundred dollars (\$166,500) per year. Effective November 4, 2024 the Employee shall receive a base salary of one hundred sixty-nine thousand dollars (\$169,000) per year.

Business expenses reasonably incurred in performing the duties of the City Manager shall be reimbursed by the Employer in accordance with Employer's duly adopted travel policy. Employer shall also pay for Employee's annual dues for memberships in: the International City Management Association (ICMA); the League of California Cities; California City Managers Association; and other memberships as related to employment. Expenses not specifically budgeted require prior approval of the City Council.

3. Annual Review.
Annual performance evaluations shall be performed by the City Council not less than annually.

4. Car Allowance.
Employee shall receive a car allowance in the amount of three hundred dollars (\$300.00) per month.
5. Residence.
Employee agrees to reside within a thirty-minute response time to City Hall.
6. Cell Phone Allowance.
Employer agrees to pay Employee a cell phone allowance of \$75 per month.
7. Medical/Life Insurance.

Group Health Plan. Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program that is provided to other City management team employees.
8. Retirement.
Employer shall maintain Employee in the PERS 2%@55 for Miscellaneous Members, One Year Final Compensation Plan. Employee will continue to contribute to the Public Employees' Retirement System (PERS) the Employee portion which is currently at 7% of the base pay.
9. At-Will Employment Status and Exemption from City's Personnel System.
Employee's employment is at-will and Employee is exempt from the City's Personnel System and has no property rights in his employment. It is further understood and agreed by and between the parties that the Employee serves at the will and pleasure of the City Council.
10. Leave.
Paid leave is provided to Employee for the purpose of rest and relaxation from duties and for attending to medical situations and personal business. Such leave includes time commonly referred to as administrative leave. Employee shall accrue vacation at three weeks per year for the duration of this contract. Sick leave shall accrue in the same manner as other City management team employees. Employer shall provide the employee with ten (10) days of administrative leave per year effective July 1 of each year.
 - a. Scheduling. Employee's requests to take leave must have prior approval of the City Council. Such approval shall not be unreasonably withheld.
 - b. Payment of Annual Leave at Termination. Upon termination of employment, Employee shall be paid for any accrued leave in the same manner as other City management team employees.
11. Holidays.
Employee shall receive those holidays provided to City management team employees.
12. Full-Time Commitment.
During the term of this Agreement, Employee shall dedicate full time to fulfilling his responsibilities hereunder. Employee shall not be involved in any outside activity that conflicts with the performance of his duties as the City Manager for the City of Brawley.

13. Termination/Severance Pay.
In the event Employer wishes to terminate Employee for other than willful misconduct, the Employer shall give Employee thirty days written notice. In the absence of any further action by the City Council, Employee shall receive a severance in an amount not to exceed six times his monthly base salary at the end of the notice period.
14. Severability.
If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
15. Assignment.
This agreement shall be binding upon and insure to the benefit of Employer, its successors and assigns and to the benefit of Employee, his heirs, and legal representatives, except that Employee's duties to perform future services and the right to receive payment therefore are hereby expressly agreed to be non-assignable and nontransferable.
16. Governing Law.
This agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement shall be filed and maintained in the State of California.
17. Complete Agreement.
This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.
18. Indemnification.
Employer agrees to defend, indemnify, and hold harmless the Employee from claims arising from Employee's acts within the scope of his employment as required by law.
19. Notices.
Any notice to be given Employee hereunder shall be sufficiently served if given to him personally, or if deposited in the United States mail, registered or certified, addressed to him at the address on file, or at such other address as Employee may hereafter specify for the service of notices. Any notice to be given to the Employer hereunder shall be addressed to the Mayor of the City of Brawley and delivered to the City Clerk at City Hall, 383 Main Street, Brawley, California 92227.
20. Attorney's Fees and Costs.
If any action of law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief, which such party may be entitled. As used in this provision, a party shall be deemed to prevail only if they recover an amount in excess of an offer and compromise filed in the action pursuant to the provisions of Section 998 of the California Code of Civil Procedure. Any award of attorney's fees pursuant to this provision shall be based on only the amount recovered in excess of the offer and compromise.

WITNESS WHEREOF the said parties have executed this agreement as of this 4th day of November, 2020.


EMPLOYER

By


Norma Kastner-Jauregui, Mayor


EMPLOYEE

By


Tyler Salcido


APPROVED AS TO FORM:

By


William Smerdon, City Attorney

ATTEST:

By


Alma Benavides, City Clerk

The City Council unanimously ratified the Employment Agreement between the City of Brawley and Tyler Salcido dated November 4, 2020. m/s/c Nava/Hamby 5-0

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WHEREAS, the United States and the State of California have experienced record inflation in 2022; and

WHEREAS, the City Council has approved a plan to grant the City employees not on an employment contract, an additional 1.5% cost-of-living increase to the already approved 1.5% cost-of-living increase to be effective July 1, 2022

WHEREAS, the City Council approved the additional 1.5% to be granted to contract employees.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For good and valuable consideration, the parties agree that the Employee's compensation shall be increased one and one half percent (1.5%) effective July 1, 2022. The new compensation for the remainder of the contract is as follows:

- Effective 07/01/2022: \$162,400.00
- Effective 11/04/2022: \$166,460.00
- Effective 11/04/2023: \$168,997.50
- Effective 11/04/2024: \$171,535.00


2. For good and valuable consideration, the parties further agree that the remaining terms of the Agreement, other than base compensation, which are hereby incorporated by this reference shall remain in full force and effect.



IN WITNESS WHEREOF the parties have executed this Modification as of this 30th day of June, 2022.

EMPLOYER

EMPLOYEE

By 

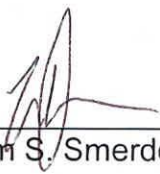
Sam Couchman, Mayor



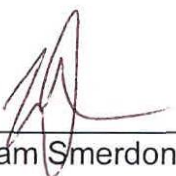
Tyler Salcido



APPROVED AS TO FORM:

By  _____
William S. Smerdon, City Attorney

ATTEST:

By  _____
William Smerdon, Deputy City Clerk

