EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
GORDON R. GASTE

This Employment Agreement (hereinafter "Agreement") is made this 6th day of February, 2018, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Gordon R. Gaste (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley desires to appoint Gordon R. Gaste to the office of Development Services Director 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 Development Services Director for the City of Brawley commencing February 7, 2018, and ending December 31, 2021. At the end of the term, the employee may exercise a one-year renewal option.

2. Compensation.
   As payment and consideration for Employee's services, Employee shall be compensated at ninety-seven thousand dollars ($97,000) per year. A one-year renewal option is available with a corresponding 3% increase in compensation commensurate with satisfactory performance evaluations.

   Business expenses reasonably incurred in performing the duties of the Development Services Director 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: American Planning Association and other memberships as related to employment. Expenses not specifically budgeted require prior approval of the City Manager.

3. Annual Review.
   Periodic and/or annual performance evaluations shall be based on execution of Development Services Director duties and an approved work plan. Any change to compensation shall be at the discretion of the City Manager.

4. Car Allowance.
Employee shall receive a car allowance in the amount of two hundred fifty dollars ($250.00) per month.

5. Residence.
Employee agrees to reside within a thirty minute response time to the Development Services Department office.

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 Manager.

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, sick leave and administrative leave in the same manner as other City management team employees.

a. Scheduling. Employee's requests to take leave must have prior approval of Employer. 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 his 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 Development Services Director 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 Manager, Employee shall receive a severance in an amount equal to ninety (90) days 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 nonassignable 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, of if deposited in the United States mail, registered or certified, addressed to her 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 City Manager 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.

IN WITNESS WHEREOF the said parties have executed this agreement as of this 6th day of February, 2018.

EMPLOYER

By _____
Rosanna Bayon Moore, City Manager

EMPLOYEE

By _____
Gordon R. Gaste

APPROVED AS TO FORM:

By _____
William Smerdon, City Attorney

ATTEST:

By _____
Alma Benavides, City Clerk

The Council unanimously ratified employment agreement between the City of Brawley and Gordon R. Gaste dated February 6, 2018. m/s/c Couchman/Wharton 5-0