AGREEMENT TO INCREASE COMPENSATION IN THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BRAWLEY AND CHARLES PERAZA

This Agreement to increase the amount of compensation to be paid pursuant to the Employment Agreement between the City of Brawley, a municipal corporation, (hereinafter "Employer"), and Charles Peraza, (hereinafter "Employee") is made this 22nd day of July, 2016.

WITNESSETH

WHEREAS, the City of Brawley and Charles Pereza entered into an Employment Agreement dated April 25, 2013, (hereinafter "Agreement") whereby employer appointed employee to serve in the position of Fire Chief. A true and correct copy of said Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the parties made a separate agreement to extend the Agreement for an additional three years, (hereinafter "Extension"). A true and correct copy of said Extension is attached hereto as Exhibit "B"; and

WHEREAS, the Employer and the Employee have agreed to an increase in Employee's compensation during the period of the Extension.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For good and valuable consideration the parties agree that the Employee's base compensation shall be increased by three percent (3%) effective July 1, 2016.

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

IN WITNESS WHEREOF the parties have executed this Extension as of this 22nd day of July, 2016.

EMPLOYER	EMPLOYEE
By Rosanna Bayon Moore	
Rosanna Bayon Moore, City Manager	Charles Peraza

APPROVED AS TO FORM:

By_____
William S. Smerdon, **City Attorney**

ATTEST:

By _____
Alma Benavides, City Clerk

The Council unanimously ratified employment agreement betwe n City of Brawley and Charles Peraza on June 21, 2016. m/s/c Noriega/Kastner-Jauregui 5-0

Exhibit A

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
CHARLES PERAZA

This Employment Agreement (hereinafter "Agreement") is made this 25th day of April, 2013, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Charles Peraza (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley desires to appoint Charles Peraza to the office of Fire Chief 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 Fire Chief for the City of Brawley commencing May 1, 2013, and ending June 30, 2016.

2. Compensation.
As payment and consideration for Employee's services, Employee shall be compensated at ninety-three thousand dollars ($93,000) per year. As a condition of employment, Employee must obtain a California Chief Officer certification by June 30, 2014. The Employee is further required to obtain a Bachelor's Degree from an accredited college or university with major coursework in fire science, public administration or a closely related field by December 31, 2015. Once the Bachelor's Degree is obtained, the Employee shall be compensated at one hundred three thousand dollars ($103,000) per year, effective the first of the month following receipt of the degree.

Business expenses reasonably incurred in performing the duties of the Fire Chief 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: International Association of Fire Chiefs (IAFC); California Fire Chiefs Association (CalChiefs); 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 Fire Chief duties and an approved work plan. Any change to compensation shall be at the discretion of the City Manager.

4. Automobile.
Inasmuch as the Employee is expected to be able to respond to emergencies at any time, day or night, Employee shall be provided a City vehicle.

5. Residence.
Employee agrees to reside within a thirty minute response time to the Fire Station.

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 3%@50 for Local Safety 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 9% of the base pay plus the uniform allowance.

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 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 Fire Chief for the City of Brawley.

13. Uniform Allowance.
Employer agrees to pay Employee a yearly stipend of $1,000 for the purchase of uniforms, cleaning of work attire, and other related uniform expenses.

14. Education Allowance.
Employee shall be eligible for a total maximum of $2,500 in tuition reimbursement associated with obtaining a Bachelor's Degree within the timeframe described in item number 2.

15. 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.

16. 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.

17. 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.

18. 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.

19. Complete Agreement.
This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.

20. Indemnification.
Employer agrees to defend, indemnify, and hold harmless the Employee from claims arising from Employee's acts within the scope of her employment as required by law.

21. 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 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 City Manager of the City of Brawley and delivered to the City Clerk at City Hall, 383 Main Street, Brawley, California 92227.

22. 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 25th day of April, 2013.

EMPLOYER

By Rosanna Bayon Moore

Rosanna Bayon Moore, City Manager

EMPLOYEE

By

Charles Peraza

APPROVED AS TO FORM:

By Dennis H. Morita

Dennis H. Morita, City Attorney

ATTEST:

By Janet P Smith

Janet Smith, Deputy City Clerk

The Council unanimously **ratified** employment agreement between City of Brawley and Chuck Peraza dated the 25th of April, 2013. m/s/c Wharton/Nava 5-0

APPROVED AS TO FORM:

By_____
William S. Smerdon, City Attorney

ATTEST:

By _____
Alma Benavides, City Clerk

The Council unanimously ratified employment agreement between City of Brawley and Chuck Peraza dated May 3, 2016. m/s/c Nava/Kastner-Jauregui 4-0 Wharton absent

Exhibit B

AGREEMENT TO EXTEND THE TERM OF
THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
CHARLES PERAZA

This Agreement to extend the term of the employment agreement (hereinafter "Extension") is made this 3rd day of May, 2016, by and between the City of Brawley, a municipal corporation, (hereinafter "Employer"), and Charles Peraza, (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley and Patricia Dorsey entered into an Employment Agreement dated April 25th, 2013, (hereinafter "Agreement") whereby employer appointed employee to serve in the position of Fire Chief. A true and correct copy of said Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the Agreement expires on June 30, 2016; and

WHEREAS, the Employer and the Employee desire to extend the term of the Agreement for an additional three years.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For good and valuable consideration the parties agree that the term of the Agreement is hereby extended to June 30, 2019.

2. For good and valuable consideration the parties further agree that the remaining terms of the Agreement which are hereby incorporated by this reference shall remain in full force and effect throughout the term of this Extension.

IN WITNESS WHEREOF the parties have executed this Extension as of this 3rd day of May, 2016.

EMPLOYER

By Rosanna Bayon Moore
Rosanna Bayon Moore, City Manager

EMPLOYEE

Charles Peraza