

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF BRAWLEY  
AND  
PATRICIA DORSEY**

This Employment Agreement (hereinafter "Agreement") is made this 17<sup>th</sup> day of June, 2014, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Patricia Dorsey (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley desires to appoint Patricia Dorsey to the position of Parks and Recreation Director and to establish the terms and conditions of her 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 of 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 Parks and Recreation Director for City of Brawley commencing July 19, 2014, and ending June 30, 2016.
  
2. Compensation.  
As payment and consideration for Employee's services, Employee shall be compensated at ninety thousand, five hundred seventy two dollars (\$90,572) per year.  
  
Business expenses reasonably incurred in performing the duties of the Parks and Recreation Director shall be reimbursed by the Employer in accordance with Employer's duly adopted travel policy. Expenses not specifically budgeted require prior approval of the City Manager.
  
3. Annual Review.  
Periodic, and at least annual, performance evaluations will be based on 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. Cell Phone Allowance.

Employee shall receive a cell phone allowance in the amount of seventy five dollars (\$75.00) per month.

6. Residence.

Employee agrees to reside within a thirty (30) minute response time to the Parks and Recreation's business office.

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 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 her 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 the prior approval of the 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 her full time to fulfilling her responsibilities hereunder. Employee shall not be involved in any outside activity that conflicts with the performance of her duties as the Parks and Recreation 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 inure to the benefit of the Employer, its successors and assigns and to the benefit of Employee, her 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 her employment as required by law.
19. Notices.  
Any notice to be given Employee hereunder shall be sufficiently served if given to her personally, or 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

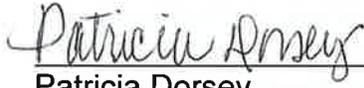
amount in excess of an offer and compromise filed in the action pursuant to the provisions of Section 998 of the California Code of Civil Procedure. Any award of attorney's fees pursuant to this provision shall be based on only the amount recovered in excess of the offer and compromise.

IN WITNESS WHEREOF the said parties have executed this agreement as of this 17<sup>th</sup> day of June 2014.

EMPLOYER

By   
Rosanna Bayon Moore, City Manager

EMPLOYEE

  
Patricia Dorsey

APPROVED AS TO FORM:

By   
Dennis H. Morita, City Attorney

ATTEST:

By   
Alma Benavides, City Clerk

The Council unanimously ratified employment agreement between the City of Brawley and Patricia Dorsey dated June 17, 2014. m/s/c Nava/Campbell 5-0