

SECOND AMENDMENT TO CITY OF BRAWLEY EMPLOYMENT AGREEMENT  
WITH CITY MANAGER ROSANNA BAYON MOORE

This agreement is made and entered into this 3<sup>rd</sup> day of June, 2012, by and between the City of Brawley, California, a municipal corporation, acting through its Mayor (“Employer”) and Rosanna Bayon Moore, (“Employee”).

**WITNESSETH:**

**WHEREAS**, the parties hereto entered an employment agreement dated August 23, 2011 (“Agreement”); and

**WHEREAS**, the parties hereto entered a First Amendment to the Agreement dated March 6, 2012, (the Agreement, First Amendment and Second Amendment are collectively referred to herein as “Agreements”); and

**WHEREAS**, the parties wish to amend the Agreement and First Amendment as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1**

Section 1 of the Agreement is amended to read:

1. Position and Duties.

Employee shall serve as the City Manager/Executive Director of the Brawley Redevelopment Agency (“RDA”), or such successor to the RDA as may be created from time to time, with a term to end September 12, 2017.

**Section 2**

Section 2 of the Agreement is amended to read:

2. Compensation.

As payment and consideration for Employee’s services, Employee shall be compensated at One hundred thirty-six thousand five hundred dollars (\$136,500.00) per year effective August 1, 2012. Business expenses reasonably incurred in promoting the business of the Employer or in carrying out duties as Employee 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.

**Section 3**

Section 3 of the Agreement is amended to read:

3. Annual Review.

Employee's performance shall be evaluated not less than annually. Any change to compensation shall be at the sole discretion of the City Council. In order to assist the parties with such evaluation, the parties shall meet and confer commencing upon execution of this agreement with a goal of establishing performance measures within 30 days. Thereafter, such effort shall occur not less than annually.

**Section 4**

Section 7 of the Agreement is amended to read:

7. 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 right in her employment. It is further understood and agreed by and between the parties that Employee serves at the will and pleasure of the City Council. The Agreements may be terminated by Employee upon the giving of not less than 30 days.

**Section 5**

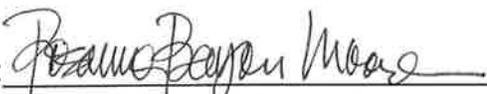
Except as specifically set forth herein, the terms of the Agreements shall remain in full force and effect.

**EMPLOYER:**

**EMPLOYEE:**

City of Brawley, California

By:   
**Don Campbell**, Mayor

By:   
**Rosanna Bayon Moore**, City Manager

**ATTEST:**

By:   
Alma Benavides, City Clerk

FIRST AMENDMENT TO CITY OF BRAWLEY EMPLOYMENT AGREEMENT  
WITH CITY MANAGER ROSANNA BAYON MOORE

This agreement is made and entered into this 6<sup>th</sup> of March, 2012, by and between the City of Brawley, California, a municipal corporation, acting through its Mayor ("Employer") and Rosanna Bayon Moore, (Employee).

**WITNESSETH:**

**WHEREAS**, the parties hereto entered an employment agreement dated August 23, 2011 ("Agreement"); and

**WHEREAS**, the parties hereto wish to amend the agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1**

Section 6 of the Agreement is amended to read:

6. Retirement.

Employee shall be eligible to participate in the Employer's Retirement Plan with the with the Public Employee Retirement System (PERS). Employer shall pay in the same manner as other employees. If a bargaining unit or unrepresented contributes to the employee portion or any percentage thereof, City Manager will also contribute the same proportion towards the employee portion of PERS.

**Section 2**

Section 11 of the Agreement is amended to read:

11. Termination/Severance Pay.

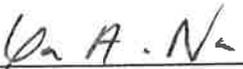
In the event Employer wishes to terminate Employee for other than willful misconduct, it shall give Employee thirty days written notice. In the absence of any further action by the City Council, the City Manager shall be entitled to any applicable benefits provided under the California Joint Powers Insurance Authority's ("CJPIA") Termination of City Manager's Employment Liability Protection Coverage ("Coverage") so long as the City Manager complies with the requirements of the Coverage, the City of Brawley is a member of the CJPIA and the CJPIA continues to offer the coverage. If the coverage is no longer available or does not offer a minimum of 90 days coverage, the Employee shall receive a severance in an amount equal to ninety (90) days salary at the end of the notice period.

**Section 3**

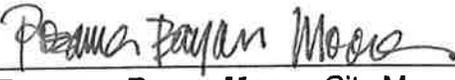
Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

**EMPLOYER:**

City of Brawley, California

By:   
**George Nava**, Mayor

**EMPLOYEE:**

By:   
**Rosanna Bayon Moore**, City Manager

**ATTEST:**

By:   
**Alma Benavides**, City Clerk

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF BRAWLEY  
AND  
ROSANNA BAYON MOORE**

This Employment Agreement (hereinafter "Agreement") is made this 23rd day of August, 2011, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Rosanna Bayon Moore (hereinafter "Employee").

WITNESSETH

WHEREAS, the Brawley City Council desires to appoint Rosanna Bayon Moore to the office of City Manager/Executive Director of the Brawley Redevelopment Agency (RDA) 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 City Manager/Executive Director of the Brawley Redevelopment Agency (RDA) of the City of Brawley commencing September 13, 2011, and ending September 12, 2014.
2. Compensation.  
As payment and consideration for Employee's services, Employee shall be compensated at One hundred thirty thousand dollars (\$130,000.00) per year. Business expenses reasonably incurred in promoting the business of the Employer or in carrying out duties as Employee 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.  
Employee's performance shall be evaluated not less than annually. Any change to compensation shall be at the sole discretion of the City Council.
4. Car Allowance.  
Employee shall receive a car allowance in the amount of two hundred fifty dollars (\$250.00) per month.
5. Medical/Life Insurance.
  - a. 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.
6. Retirement.  
Employee shall be eligible to participate in the Employer's Retirement Plan with the Public Employee Retirement System (PERS). Employer shall pay in the same manner as for other city management team employees.
7. 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 right in her employment. It is further understood and agreed by and between the parties that Employee serves at the will and pleasure of the City Council.
8. 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.
9. Holidays.  
Employee shall receive those holidays provided to city management team employees.

10. 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 City Manager/Executive Director of the RDA.
11. Termination/Severance Pay.  
In the event Employer wishes to terminate Employee for other than willful misconduct, it 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 equal to ninety (90) days salary at the end of the notice period.
12. 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.
13. Assignment.  
This agreement shall be binding upon and insure to the benefit of 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.
14. 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.
15. Complete Agreement.  
This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.
16. 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.

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

18. 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.

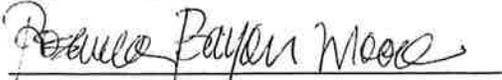
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IN WITNESS WHEREOF the said parties have executed this agreement as of this 23 day of August, 2011.

EMPLOYER

By   
Don Campbell, Mayor

EMPLOYEE

  
Rosanna Bayon Moore

APPROVED AS TO FORM:

By   
Dennis H. Morita, City Attorney

ATTEST:

By   
Alma Benavides, City Clerk