

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BRAWLEY
AND
EMMET R. FRIED**

This Employment Agreement (hereinafter "Agreement") is made this 24th day of March, 2025, by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Emmet R. Fried (hereinafter "Employee").

WITNESSETH

WHEREAS, the City of Brawley desires to appoint Emmet R. Fried to the office of Assistant to the 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 Assistant to the City Manager for the City of Brawley commencing March 24, 2025 and ending June 30, 2028. At the end of the term, the employee may exercise a two-year renewal option.

2. Compensation.
As payment and consideration for Employee's services, Employee shall be compensated at one hundred five thousand dollars (\$105,000) per year.

- Effective March 24, 2026: \$115,000
- Effective March 24, 2027: \$125,000

Business expenses reasonably incurred in performing the duties of the Assistant to 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 needed for the position of Assistant to the City Manager. 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 the Assistant to the City Manager 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 Administration 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%@62 for PEPR Miscellaneous Members, Three Year Final Compensation Plan. Employee will continue to contribute to the Public Employees' Retirement System (PERS) the Employee portion which is currently at 7.75% 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 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 Assistant to 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 Manager, Employee shall receive a severance in an amount equal to fourteen (14) 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 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 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.

IN WITNESS WHEREOF the said parties have executed this Agreement as of this 11th day of March 2025.


EMPLOYER

By


Jimmy Duran, Police Officer/Interim City Manager

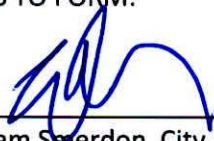
EMPLOYEE

By


Emmet R. Fried

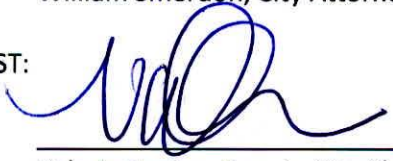
APPROVED AS TO FORM:

By


William Smerdon, City Attorney

ATTEST:

By


Valerie Sonico, Deputy City Clerk