

EMPLOYMENT AGREEMENT

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 29th day of May, 2021, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Brian Mohan (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as *Assistant City Manager (Administration) and Chief Financial Officer* of CITY; and

B. EMPLOYEE desires to accept employment as *Assistant City Manager (Administration) and Chief Financial Officer* in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its *Assistant City Manager (Administration) and Chief Financial Officer* and shall perform all functions, duties and services set forth in this Agreement. EMPLOYEE shall provide services at the direction and under the supervision of the City Manager of CITY.

1.2 Duties. The duties of EMPLOYEE shall be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE shall devote his best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform his assigned duties. The work schedule shall be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of his duties in conducting CITY business. The position of *Assistant City Manager (Administration) and Chief Financial Officer* shall be deemed an exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that he shall not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to his professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to his professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his employment as *Assistant City Manager (Administration) and Chief Financial Officer* or the performance of his duties as

provided herein. CITY agrees to reimburse EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for his activities as provided for in the City's Administrative Procedures.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.4 [Professional Activity], regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement shall commence on May 29, 2021, upon being executed by EMPLOYEE and approved by the City Manager. This Agreement shall remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE, and he shall be entitled to all benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules) of CITY, except to the extent provided by this Agreement, and, in the case of any conflict between this Agreement, and the Personnel Rules, policies, procedures, ordinances and resolution, the terms of this Agreement shall prevail. Notwithstanding the application of the City's Personnel Rules to this Agreement, and without limitation, EMPLOYEE shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 [Termination] herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the *Assistant City Manager (Administration) and Chief Financial Officer* under this Agreement, CITY shall pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus the type of all compensation benefits afforded by CITY to other full time Executive Management employees. EMPLOYEE is not entitled to the cost of living adjustment but shall be entitled to all other salary and benefit adjustments implemented by the CITY as applicable to other full time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases. The starting salary shall be \$199,000 dollars per year, paid bi-weekly according to the payroll schedule in place for CITY employees. All