

## **EMPLOYMENT AGREEMENT FIRST AMENDMENT**

This First Amended Employment Agreement (hereafter referred to herein as "AMENDMENT") amends the Employment Agreement ("AGREEMENT") dated February 24, 2020 between the City of Moreno Valley ("CITY") and Manuel A. Mancha ("EMPLOYEE"). This AMENDMENT is entered into on July 10, 2021, by and between CITY and EMPLOYEE on the following terms and conditions:

### **RECITALS**

A. CITY, by and through the City Manager, desires to employ the services of Employee as *Community Development Director* of CITY; and

B. EMPLOYEE desires to accept employment as *Community Development Director* in consideration of and subject to the terms and conditions set forth in this AMENDMENT.

### **OPERATIVE PROVISIONS**

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

#### **1. Compensation.**

1.1 Salary. For all services performed by EMPLOYEE as the *Community Development Director* 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 \$189,000 dollars paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations shall apply.

#### **2. General Provisions.**

All other terms and provisions of the AGREEMENT, not in conflict with the terms and provisions of this AMENDMENT or City Council Policy #5.14 Management Contracts shall remain in full effect.

EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this AMENDMENT, that he has read and understands this AMENDMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AMEDMENT.

IN WITNESS WHEREOF, the CITY has caused this AMENDMENT to be signed and executed on its behalf by its City Manager, and EMPLOYEE has signed and executed this AMENDMENT, as of the date set forth below.

Date: 7/13/21

Manuel A. Mancha  
Manuel A. Mancha

Date: 7/13/21

CITY OF MORENO VALLEY  
By: Mike Lee  
Mike Lee  
City Manager

Date: 7/13/21

APPROVED AS TO FORM  
By: [Signature]  
City Attorney