

EMPLOYMENT AGREEMENT

FIRST AMENDMENT

This First Amended Employment Agreement ("AMENDMENT") amends the Employment Agreement ("AGREEMENT") dated February 24, 2018 between the City of Moreno Valley ("CITY") and Mike Lee ("LEE"). This AMENDMENT is entered into on this 17th day of December, 2019, by and between CITY and LEE on the following terms and conditions:

RECITALS

- A. The CITY, by and through the City Council, desires to employ the services of LEE as the Interim City Manager of the CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code.
- B. Lee desires to accept appointment as the Interim City Manager 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. POSITION AND DUTIES

- 1.1 The term of this AMENDMENT shall be for a period of one (1) year or until the CITY has appointed a permanent City Manager, whichever comes first. Notwithstanding the (1) year period set forth above, the City Council may, with or without cause, terminate this AMENDMENT at any time.
- 1.2 At the conclusion or termination of this AMENDMENT, the terms herein shall become void and LEE's employment status, compensation and benefits shall revert to those terms of the AGREEMENT as of the date of such conclusion or termination. No additional severance or compensation shall be provided.
- 1.3 LEE accepts appointment as Interim City Manager and shall perform all functions, duties and services set forth in this AMENDMENT, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY Ordinances and state law. Furthermore, LEE will continue to perform the duties of the Economic Development Director as set forth in the AGREEMENT. LEE shall provide these services at the direction and under the supervision of the City Council of CITY.
- 1.4 The City Council shall hold an evaluation of LEE in Closed Session on or before April 30, 2020.

2. COMPENSATION

- 2.1 In consideration of LEE's additional duties during the term of this AMENDMENT, LEE's salary shall be increased to Two Hundred and Fifty-Five Thousand Dollars (\$255,000) per year.
- 2.2 Lee shall accrue 376 hours of Annual Leave, allocated at a rate of 14.46 hours per pay period. Annual Leave shall be subject to the CITY's Personnel Rules and Regulations as they apply to other Executive Management employees, except that LEE may annually "sell back" to the CITY any part of his accrued Annual Leave, so long as such transaction does not deplete LEE's total accrued Annual Leave below 1000 hours. LEE may not accrue in excess of 1,664 hours of Annual Leave.
- 2.3 LEE shall be afforded all other benefits available to "TIER 1" employees.