

**Fourth Amendment to the Employment Agreement
Between**

**Holly Moseley
And
City of Mesa**

This Fourth Amendment to the Employment Agreement (“Fourth Amendment”) is entered into between the City of Mesa, an Arizona municipal corporation (“Employer”) and Holly Moseley (“Employee”). Employer and Employee may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. Employer and Employee are parties to that certain Employment Agreement dated January 28, 2022; a First Amendment to the Employment Agreement dated October 3, 2022; a Second Amendment to the Employment Agreement dated October 16, 2023; and a Third Amendment to the Employment Agreement dated September 23, 2024 (collectively, the “Employment Agreement”).
- B. In 2025, the City of Mesa Human Resources Department conducted a benchmarking study of the salaries and benefits of city clerks in Maricopa County cities most comparable to Mesa. The Mesa City Council considered the results of the benchmarking study and established Employee’s base salary in Section 1(a) of this Fourth Amendment to both reflect Mesa’s size and operational complexities and to remain competitive with the salaries of city clerks in similarly situated cities.
- C. The Parties, through this Fourth Amendment, hereby desire to modify the Employment Agreement under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:

1. Base Salary:
 - a. Effective January 1, 2026, Employee will receive a base salary equal to the sum of the average of the salaries of the Chandler, Gilbert, Glendale, Phoenix, Scottsdale, and Tempe city clerks as listed in the benchmarking study conducted by the City of Mesa Human Resources Department (the “Average Salary”) plus 3% of the Average Salary.
 - b. Effective January 1, 2027, and January 1 each year thereafter, Employee will receive an adjustment increase to her annual base salary in the same percentage

previously authorized for eligible non-sworn City of Mesa employees for the subject fiscal year without needing to amend the Employment Agreement.

- c. Employee's base salary, including base salary adjustments, will be payable in the same manner as other City of Mesa employees' salaries.
2. **Automobile Allowance:** Employer will pay \$4,800 per year, payable monthly (\$400 per month), as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. Employer will reimburse Employee at the City of Mesa's standard mileage rate for any business use of the vehicle beyond the corporate boundaries of Maricopa County.

Employee is responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and said insurance will be primary and Employer's insurance will be secondary. Employee is also responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle.

3. **Effect of Fourth Amendment:** This Fourth Amendment amends the Employment Agreement with respect to all terms, provisions, and changes set forth in this Fourth Amendment; specifically, Section III(a) of the Employment Agreement is replaced in its entirety with the language in Section 1 of this Fourth Amendment, and Section III(h) of the Employment Agreement is replaced in its entirety with the language in Section 2 of this Fourth Amendment. Except as amended by this Fourth Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this Fourth Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed on or as of _____, 2025.

EMPLOYEE

Holly Moseley
City Clerk

EMPLOYER

Mark Freeman
Mayor

Approved as to form

Sarah Steadman
Assistant City Attorney