

**Employment Agreement  
Between Holly Moseley  
And  
City of Mesa**

This Employment Agreement (“Agreement”) is effective on January 28, 2022 by and 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.”

In consideration of the mutual covenants and undertakings set forth below, the Parties agree as follows:

**I. Term**

This Agreement shall become effective on January 28, 2022 and shall remain in full force and effect until amended or terminated by either Party as provided for in this Agreement.

**II. Duties and Authority**

Employee agrees to perform the functions and duties of City Clerk, as specified in the Mesa City Charter, the Mesa City Code, and as directed by the Mesa City Council.

Employee understands and acknowledges that the City Clerk is an at-will position and serves at the pleasure of the Mesa City Council, pursuant to Section 401(A) of the Mesa City Charter.

**III. Compensation and Benefits**

- a. Base Pay: Employee will be paid an annual base salary of \$160,000 payable in installments at the same time and manner as other City of Mesa employees are paid.

Employee will receive a five percent (5%) salary adjustment in February 2022, at the same time and manner as other city employees eligible for the adjustment. Employee will also be eligible for future salary increases based upon merit and performance, as determined by the Mesa City Council. Employee will be eligible for cost of living increases as provided in the budget for other City of Mesa executive-level employees.

- b. One-Time Payment: Consistent with the one-time payment authorized by the City Manager and made to eligible City of Mesa employees, Employer will pay to Employee a one-time gross payment of \$2,000, applicable taxes and withholdings to be deducted, to be direct deposited on January 31, 2022 into Employee’s account on file with the City of Mesa payroll system. The Employee shall also be eligible to receive any future one-time annual payment authorized by the City Council for eligible non-sworn employees in any given year, in the same manner and amount as approved for eligible non-sworn City of Mesa employees.
- c. Arizona State Retirement System: Employer will be responsible to pay for the Employer’s contribution and Employee will be responsible to pay for the Employee’s contribution to the Arizona State Retirement System.
- d. Benefits and Life Insurance: Employee is entitled to the same benefits, including but not limited to sick leave, medical, dental, vision, and life insurance benefits provided to other City of Mesa executive-level employees.

- e. Discretionary Leave: Employee shall be entitled to 24 hours of discretionary time off leave (DTO), to be credited to Employee's leave bank at the beginning of each City of Mesa's fiscal year (July 1<sup>st</sup>). Employee must use the entire DTO leave prior to the end of each City of Mesa's fiscal year (June 30th), or any remaining DTO leave will be forfeited.
- f. Vacation Leave: Employee shall accrue 14 hours of vacation leave per month.

The maximum accumulation of vacation leave is 240 hours. If Employee has accumulated more than 240 hours of vacation leave after December 31 of each year Employee will be paid for the excess vacation leave hours after December 31 of that year.

As an exception to City of Mesa Personnel Rule 422(C), the Employee is not required to use 80 hours of vacation leave to be entitled to the vacation payout. The Parties agree that any annual vacation payout is considered a mandatory amount paid under an Employer policy to reduce Employee's accrued vacation leave balance to the prescribed maximum.

- g. Sick Leave: Upon retirement from the City of Mesa or death while employed at the City of Mesa, Employee is entitled to compensation for accumulated sick leave hours as follows:

1. Consistent with the benefits offered to other City of Mesa full-time employees, Employee is entitled to compensation, at Employee's effective hourly rate of pay, for 50% of Employee's accumulated sick leave hours. Compensated sick leave hours under this Paragraph 1 shall not exceed 520 hours.
2. In addition to Paragraph 1, Employee is also entitled to compensation, at Employee's effective hourly rate of pay, for a percentage of Employee's accumulated sick leave hours not compensated for under Paragraph 1 above. This percentage is calculated by dividing the number of full months (up to a maximum of 120 months) employed as City Clerk, whether in an interim or permanent role, by 120 months. Compensated sick leave hours under this Paragraph 2 shall not exceed 520 hours.

- h. Automobile Allowance: Employer will reimburse Employee at the City of Mesa standard mileage rate for Employee's business use of her personal vehicle beyond the corporate boundaries of Maricopa County.

Employee is solely responsible for all expenses attendant to the lease, purchase, operation, maintenance, repair, and regular replacement of the vehicle and obtaining and paying for liability, property damage, and comprehensive insurance coverage upon such vehicle.

- i. Employee Vehicle Insurance: For purposes of clarifying vehicle insurance coverage, pursuant to the Employee Agreement, Employee is solely responsible for obtaining insurance coverage for such vehicle, including liability, property damage, and comprehensive insurance. The insurance coverage obtained by the Employee will provide primary coverage on all claims and lawsuits related to the vehicle. For claims and lawsuits related to the vehicle asserted by third-parties against the Employer and/or Employee, and that arise out of Employee's conduct during the course and scope of their employment with Employer, the Employer's insurance coverage will be secondary. In all other circumstances, Employer's insurance will be noncontributory.
- j. Communication Allowance: Employer will pay Employee \$960 per year, payable monthly (\$80 per month), as a communication allowance.

#### IV. Liquidated Damages for Termination

If Employee is terminated without cause, and in consideration for a full and complete release of all claims and causes of action against Employer, Employer agrees to pay Employee an amount equal to six months' salary, calculated using Employee's salary at the time of termination. If, however, Employee is terminated because of a felony conviction or any criminal offense involving moral turpitude or because of her willful breach or habitual neglect of her duties under the Agreement, Employer shall have no obligation to pay this amount.

In the event Employee voluntarily resigns her position with Employer, Employee shall provide the Mayor and City Council a minimum of 30 days' written notice unless the Parties agree otherwise. If Employee voluntarily resigns, Employer will have no obligation to pay the sum set forth in this provision.

#### V. Other Terms and Conditions of Employment

- a. Applicability of Mesa Personnel Rules: The Parties understand and agree that all terms and provisions in the Mesa Personnel Rules are applicable to Employee, unless inconsistent with the terms of this Agreement.
- b. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the Parties subsequent to the expungement or judicial modification of the invalid provision.
- c. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that venue will be Maricopa County, Arizona.
- d. Complete Agreement: This represents the complete Agreement between the Parties. Any amendments to this Agreement must be in writing and signed by the Parties.

EMPLOYEE

CITY OF MESA

\_\_\_\_\_  
Holly Moseley

\_\_\_\_\_  
John C. Giles  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Alfred J. Smith  
Deputy City Attorney

\_\_\_\_\_  
Date