

## **Second Amendment to the Employment Agreement**

**James N. Smith  
And  
City of Mesa**

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

### **RECITALS**

- A. Employer and Employee are parties to that certain Employment Agreement entered into as of July 1, 2015 (the “Employment Agreement);
- B. The Parties thereafter, on November 17, 2016, entered into a First Amendment to the Employment Agreement to provide Employee with certain benefit increases (the “First Amendment”); and
- C. The Parties, through this Second Amendment, hereby desire to modify the City Attorney’s compensation by increasing the Employee’s current annual base salary by 3%.

### **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. The Parties agree that Employee’s annual base salary, as set forth in Section III, Paragraph A of the “Compensation and Benefits” section of the Employment Agreement, is hereby increased by 3%, and such increase shall be effective as of July 1, 2017.
- 2. Effect of Second Amendment. This Second Amendment shall be deemed to amend the Employment Agreement and First Amendment with respect to all terms, provisions and changes set forth in this Second Amendment. Except as amended by this Second Amendment, all terms, provisions and conditions of the Employment Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on or as of October 2nd, 2017.

**EMPLOYEE**

\_\_\_\_\_  
James N. Smith

**EMPLOYER  
CITY OF MESA, an  
Arizona municipal corporation**

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