

**Eleventh Amendment to the Employment Agreement  
Between**

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

This Eleventh Amendment to the Employment Agreement (“Eleventh 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 “Parties.”

**RECITALS**

- A. Employer and Employee are parties to that certain Employment Agreement dated July 1, 2015; a First Amendment to the Employment Agreement dated November 17, 2016; a Second Amendment to the Employment Agreement dated October 2, 2017; a Third Amendment to the Employment Agreement dated August 27, 2018; a Fourth Amendment to the Employment Agreement dated November 4, 2019; a Fifth Amendment to the Employment Agreement dated February 25, 2021; a Sixth Amendment to the Employment Agreement dated November 1, 2021; a Seventh Amendment to the Employment Agreement dated March 17, 2022; an Eighth Amendment to the Employment Agreement dated October 3, 2022; a Ninth Amendment to the Employment Agreement dated October 16, 2023; and a Tenth 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 attorneys 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 Eleventh Amendment to both reflect Mesa’s size and operational complexities and to remain competitive with the salaries of city attorneys in similarly situated cities.
- C. The Parties, through this Eleventh 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 attorneys 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 his 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. Deferred Compensation: Each fiscal year, on behalf of Employee, Employer will pay an amount equal to 9% of Employee’s base salary into a qualified defined contribution plan (or plans) established by Employer. Payments will be made in equal proportionate amounts each pay period. Employee will designate the qualified defined contribution plan (or plans) into which the payments will be made.
3. Effect of Eleventh Amendment: This Eleventh Amendment amends the Employment Agreement with respect to all terms, provisions, and changes set forth in this Eleventh Amendment; specifically, Section III(a) of the Employment Agreement is replaced in its entirety with the language in Section 1 of this Eleventh Amendment, and Section III(b) of the Employment Agreement is replaced in its entirety with the language in Section 2 of this Eleventh Amendment. Except as amended by this Eleventh Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this Eleventh Amendment remain in full force and effect.

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

**EMPLOYEE**

**EMPLOYER**

\_\_\_\_\_  
James N. Smith  
City Attorney

\_\_\_\_\_  
Mark Freeman  
Mayor

Approved as to form

\_\_\_\_\_  
Sarah Steadman  
Assistant City Attorney