

**Tenth Amendment to the Employment Agreement
Between**

**Christopher J. Brady
And
City of Mesa**

This Tenth Amendment to the Employment Agreement (“Tenth Amendment”) is entered into between the City of Mesa, an Arizona municipal corporation (“Employer”) and Christopher J. Brady (“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 entered into and made effective as of July 1, 2015; a First Amendment to the Employment Agreement dated November 9, 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; and a Ninth Amendment to the Employment Agreement dated October 16, 2023 (collectively, the “Employment Agreement”).
- B. The Parties, through this Tenth 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. 401(A) Contribution: The Employer, in lieu of providing Employee with a three percent (3%) step increase to his current base salary as provided to all eligible City employees for the 2024-2025 fiscal year, will contribute the three percent (3%) step increase to Employee’s 401(A) Deferred Compensation account. This contribution shall be effective as of July 1, 2024.
- 2. 457 Contribution and Vacation Payout: The Employer agrees to allow Employee to use Employee’s 2024 accrued vacation leave to fund an additional contribution into Employee’s 457 Deferred Compensation account and also receive a predetermined payout at Employee’s option. For calendar years 2025 and 2026, and provided Employee remains on the Employer’s payroll, Employee will be allowed to use Employee’s accrued vacation leave to fund a contribution into Employee’s 457 Deferred Compensation account and also receive a predetermined payout at Employee’s option. Any 2024, 2025, and 2026 vacation leave hours remaining in Employee’s vacation leave account, after

deducting the additional 457 contribution and predetermined vacation payout, shall remain in Employee's vacation leave account.

3. Discretionary, Vacation, and Sick Leave Payout: Employee may use his accrued discretionary, vacation, and sick leave after his tenure as City Manager. Specifically, the Employer agrees that, when Employee's tenure as City Manager ends, Employee may elect to be placed in an unbudgeted City position; be allowed to use and be paid for all remaining discretionary, vacation, and sick leave, in that order of usage, on a bi-weekly basis, for a period not to exceed twelve (12) months (the "Extended Leave Period"); and continue to receive all benefits accruing under his Employment Agreement and any other benefits accruing to City employees not specifically set forth in the Employment Agreement. While in the unbudgeted position, Employee shall not be required to perform any work for Employer. At the end of the Extended Leave Period, Employee will retire from City employment and be removed from the unbudgeted position, and any remaining discretionary, sick, and vacation leave accruals will be paid out to Employee in one lump sum payment.
4. Effect of Tenth Amendment: This Tenth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and conditions set forth in this Tenth Amendment. Except as amended by this Tenth Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this Tenth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Tenth Amendment to be duly executed on or as of September 23, 2024.

EMPLOYEE

EMPLOYER

Christopher J. Brady
City Manager

John C. Giles
Mayor

Approved as to Form

Alfred J. Smith
Deputy City Attorney