

**Ninth Amendment to the Employment Agreement
Between**

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

This Ninth Amendment to the Employment Agreement (“Ninth 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 entered into and made effective as of 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; and a Fifth Amendment to the Employment Agreement dated February 25, 2021; and a Sixth Amendment to the Employment Agreement dated November 1, 2021; a Seventh Amendment to the Employment Agreement dated March 17, 2022; and an Eighth Amendment to the Employment Agreement dated October 3, 2022 (collectively, the “Employment Agreement”).
- B. The Parties, through this Ninth 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 Adjustment: The Parties agree that Employee will receive a base salary in the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) and such base salary shall be effective as of July 1, 2023 and payable in the same manner as other city employees’ salaries.
- 2. Deferred Compensation: The Employee has previously been provided the sum of Thirteen Thousand Dollars (\$13,000.00) in Deferred Compensation under the current Employment Agreement. Effective July 1, 2023, Employer will pay an additional Seven Thousand Dollars (\$7,000.00) per year on Employee’s behalf into a qualified defined contribution plan (or plans) established by the Employer. Payments will be made in equal proportionate

amounts each pay period. Employee will designate the qualified defined contribution plan (or plans) to which the payments shall be applied.

3. Effect of Ninth Amendment: This Ninth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and changes set forth in this Ninth Amendment. Except as amended by this Ninth Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this Ninth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Ninth Amendment to be duly executed on or as of October _____, 2023.

EMPLOYEE

EMPLOYER

James N. Smith
City Attorney

John C. Giles
Mayor

Approved as to Form

Alfred J. Smith
Deputy City Attorney