

**Sixth Amendment to the Employment Agreement
Between**

**Joseph F. Lisitano
And
City of Mesa**

This Sixth Amendment to the Employment Agreement (“Sixth Amendment”) is entered into between the City of Mesa, an Arizona municipal corporation (“Employer”) and Joseph F. Lisitano (“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 effective January 4, 2021; a First Amendment to the Employment Agreement dated November 1, 2021; a Second Amendment to the Employment Agreement dated March 17, 2022; a Third Amendment to the Employment Agreement dated October 3, 2022; a Fourth Amendment to the Employment Agreement dated October 16, 2023; and a Fifth 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 auditors 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 Sixth Amendment to both reflect Mesa’s size and operational complexities and to remain competitive with the salaries of city auditors in similarly situated cities.
- C. The Parties, through this Sixth 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 Phoenix, Scottsdale, and Tempe city auditors 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 Sixth Amendment: This Sixth Amendment amends the Employment Agreement with respect to all terms, provisions, and changes set forth in this Sixth Amendment; specifically, Section III(a) of the Employment Agreement is replaced in its entirety with the language in Section 1 of this Sixth Amendment, and Section III(c) of the Employment Agreement is replaced in its entirety with the language in Section 2 of this Sixth Amendment. Except as amended by this Sixth Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this Sixth Amendment remain in full force and effect.

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

EMPLOYEE

EMPLOYER

Joseph F. Lisitano
City Auditor

Mark Freeman
Mayor

Approved as to form

Sarah Steadman
Assistant City Attorney