

## **Sixth Amendment to the Employment Agreement**

**James N. Smith  
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 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 (collectively, the “Employment Agreement”).
- B. 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. One-Time Payment: Employer shall pay to Employee any one-time annual payment authorized by the Mesa City Council for eligible non-sworn City of Mesa employees in any given year, in the same manner and the same amount as approved for eligible non-sworn City of Mesa employees.
2. Base Salary: The Parties agree that Employee’s annual base salary, as set forth in the Employment Agreement, is hereby increased by 3%, and such increase shall be effective as of July 1, 2021.
3. Employee Vehicle Insurance: For purposes of clarifying vehicle insurance coverage, pursuant to the Employee Agreement, Employee receives a vehicle allowance to be used to purchase, lease, operate, maintain, and/or insure a vehicle. Employee is solely responsible for obtaining insurance coverage for such vehicle, including liability, property damage, and comprehensive insurance. The insurance coverage obtained by the Employee will provide primary coverage on all claims and lawsuits related to the vehicle. For claims and lawsuits related to the vehicle asserted by third-parties against the Employer and/or Employee, and that arise out of Employee’s conduct during the course and scope of their employment with

Employer, the Employer's insurance coverage will be secondary. In all other circumstances, Employer's insurance will be noncontributory. Employee is solely responsible for all expenses attendant to the lease, purchase, operation, maintenance, repair, and regular replacement of the vehicle.

4. Effect of Sixth Amendment: This Sixth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and changes set forth in this Sixth Amendment. Except as amended by this Sixth Amendment, all terms, provisions, and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be duly executed on or as of November 1, 2021.

**EMPLOYEE**

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

---

James N. Smith  
City Attorney

---

John C. Giles  
Mayor

Approved as to Form

---

Alfred J. Smith  
Deputy City Attorney