

Eighth Amendment to the Employment Agreement

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

This Eighth Amendment to the Employment Agreement (“Eighth 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; and a Seventh Amendment to the Employment Agreement dated March 17, 2022 (collectively, the “Employment Agreement”).
- B. The Parties, through this Eighth 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: The Parties agree that Employee will receive a four percent (4%) salary adjustment increase to his annual base salary and such increase shall be effective as of July 1, 2022 in the same manner as other city employees eligible for the adjustment.
- 2. Retirement Health Benefits: The Parties agree that if the Employee remains employed with, and retires from, the City of Mesa and concurrently retires with a normal retirement from one of the Arizona State Retirement System pension plans, (collectively “Employee Retirement”), then the Employer agrees to provide Employee, as of the Employee’s retirement date and continuing thereafter, with the health insurance benefits (medical, dental, vision) provided to a twenty (20) year qualified City of Mesa retiree (even if Employee is employed by the City of Mesa for fewer than twenty (20) years at such retirement date) under the 2022 Mesa Plan Document (as may be amended and revised from time to time, the “Plan Document”); and in addition to paying the Employer portion of the monthly insurance premiums, the Employer agrees to pay one hundred percent (100%) of the Employee’s monthly insurance premiums for health care benefits provided through the Plan Document to a twenty (20) year qualified City of Mesa retiree.

3. Effect of Eighth Amendment: This Eighth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and changes set forth in this Eighth Amendment. Except as amended by this Eighth 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 Eighth Amendment to be duly executed on or as of October 3, 2022.

EMPLOYEE

EMPLOYER

Christopher J. Brady
City Manager

John C. Giles
Mayor

Approved as to Form

Alfred J. Smith
Deputy City Attorney