

## **Fifth Amendment to the Employment Agreement**

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

This Fifth Amendment to the Employment Agreement ("Fifth 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; and a Fourth Amendment to the Employment Agreement dated November 4, 2019 (collectively, the "Employment Agreement").
- B. The Parties, through this Fifth Amendment, hereby desire to provide for a one-time payment to Employee.

### **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: Consistent with the one-time payment made to eligible City of Mesa employees, Employer will pay to Employee a one-time gross payment of \$2,000, applicable taxes and withholdings to be deducted, to be direct deposited on January 15, 2021 into Employee's account on file with the City of Mesa payroll system.
2. Effect of Fifth Amendment: This Fifth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and changes set forth in this Fifth Amendment. Except as amended by this Fifth 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 Fifth Amendment to be duly executed on or as of February \_\_\_\_, 2021.

#### **EMPLOYEE**

\_\_\_\_\_  
James N. Smith  
City Attorney

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

\_\_\_\_\_  
John C. Giles  
Mayor

Approved as to Form

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Alfred J. Smith  
Deputy City Attorney