

AMENDMENT TO THE TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Amendment ("Amendment") is made and entered into this 3rd day of June 2025, by and between the City of Peoria ("City") and John Tatz ("Presiding Municipal Judge").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Manager dated March 5th, 2024, ("Agreement") for the provision of those duties and function of the Presiding Municipal Judge, as provided under the Peoria City Charter and Code and in accordance with Arizona Revised Statutes: and

WHEREAS, the City and the Presiding Municipal Judge desire to amend the Agreement.

THEREFORE, in consideration of the covenants and conditions to be performed by the Presiding Municipal Judge as set forth in the Agreement and in this Amendment dated June 3, 2025, the City and the Presiding Municipal Judge agree to amend the Agreement as follows:

SECTION 2. Compensation. Amendment to Section 2

SECTION 2. Compensation shall be amended as follows:

- (a) Effective retroactively to April 26, 2025, the City agrees to pay the Presiding Municipal Judge for his services rendered an annual base salary of \$245,327, payable in installments at the same time as other employees of the City of Peoria, Arizona are paid, and subject to applicable state and federal income taxes and withholdings. In addition to the annual base salary, the Presiding Municipal Judge shall receive a one-time lump sum payment in the amount of \$5,085 on the paycheck dated June 13, 2025. Each year, the City Council shall evaluate the Presiding Municipal Judge and if the City Council in its sole discretion determines the Presiding Municipal Judge's performance to be satisfactory, the Presiding Municipal Judge's salary shall be adjusted up from the amount set forth in this section granted by City Council, if any. The amount and timing of such increases shall be in the sole discretion of the City Council. Other than this section, compensation shall not be adjusted during the term of this Agreement, except by a written amendment approved and executed by both Parties.
- (e) Effective retroactively to April 26, 2025, 2025, the Presiding Municipal Judge shall receive deferred compensation in the amount of \$23,500 per year. Said additional deferred compensation shall be paid to the Nationwide Retirement Corporation or any other retirement fund that the City participates in and designated by the Presiding Municipal Judge in the same manner as other employees. The City agrees to transfer ownership of said plan or retirement fund to successor employers upon the Presiding Municipal Judge's resignation or discharge to the extent permitted by law.

The City and the Presiding Municipal Judge agree that except solely as amended above, the terms, conditions, and provisions of the Agreement and any other subsequent amendments thereto shall continue in full force and effect and shall apply to and shall govern this Amendment of the Agreement.

In WITNESS THEREOF, the City and the City Manager execute this Amendment on June 3, 2025

CITY OF PEORIA

PRESIDING MUNICIPAL JUDGE

Mayor

John Tatz

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney