

**AMENDMENT NO. 1 TO THE  
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF RIALTO & ROD FOSTER**

This AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RIALTO AND ROD FOSTER (the “**Amendment**”) is made and entered into \_\_\_\_\_, 2019, by and between the CITY OF RIALTO, a general law city and municipal corporation (the “**City**”) and Rod Foster, an individual (“**Employee**”).

**RECITALS**

WHEREAS, on May 28, 2019, the City entered into the Employment Agreement Between the City of Rialto and Rod Foster (the “**Agreement**”); and

WHEREAS, the contract provisions of the Agreement state that most of the benefits provided to the Employee will mirror those benefits provided to the executive management employees who are members of the City Government Management Association (“**CGMA**”) under the applicable CGMA MOU; and

WHEREAS, this Amendment will further clarify the benefits received by the Employee and include certain benefits that were initially omitted in the Agreement; and

WHEREAS, the City and Employee now desire to amend the Agreement through this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

**AGREEMENT**

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Sub-paragraph (2) [Retiree Health] to paragraph (a) [Health Insurance] of Section 6.1 [Insurance Programs] of the Agreement is hereby ***amended*** to read in its entirety as follows:

(6.1)(a)(2) **Retiree.** If EMPLOYEE retires from CITY employment, the CITY shall pay EMPLOYEE’s and dependent(s)’ health benefits coverage for retired EMPLOYEE and dependent(s), the same as during active employment, consistent with the retiree health benefits provided to the CITY’s CGMA members pursuant to the CGMA MOU. The same CITY-paid coverage shall continue for dependent(s) if EMPLOYEE pre-deceases dependent(s). The CITY shall not reimburse Medicare premiums for EMPLOYEE. EMPLOYEE must meet the definition of an “annuitant” as defined by CalPERS including minimum age and years of service requirements per the CITY’s contracts with CalPERS in order to be eligible to maintain the CITY-paid life insurance coverage.

SECTION 3. Sub-paragraph (3) [Opt-out provision] to paragraph (a) [Health Insurance] of Section 6.1 [Insurance Programs] of the Agreement is hereby ***added*** to read in its entirety as follows:

(6.1)(a)(3) Opt-out provision. EMPLOYEE may opt to receive an in-lieu payment of up to one thousand one hundred dollars (\$1,100) per month of the City's contribution if he/she does not purchase any of the benefits provided by the City. Documentation is required to verify that the employee is receiving group insurance outside of the City before EMPLOYEE may opt out of the Cafeteria Plan. Then, EMPLOYEE shall receive up to \$1,100 per month.

SECTION 4. Paragraph (c) [Life Insurance] of Section 6.1 [Insurance Programs] of the Agreement is hereby ***amended*** to read in its entirety as follows:

(6.1)(c) Life Insurance.

(6.1)(c)(1) Active Employment. CITY will pay one hundred percent (100%) of the premium for EMPLOYEE and dependent(s)' Guaranteed Universal life insurance coverage contracted by CITY. The benefit coverage shall be as follows:

EMPLOYEE	\$300,000
Spouse/Registered Domestic Partner*	\$25,000
Children/Dependent(s)	\$5,000

(\*so long as required by California law)

EMPLOYEE shall control the designation of any and all beneficiaries.

(6.1)(c)(2) Retiree. If EMPLOYEE retires from CITY employment, the CITY shall pay EMPLOYEE's and dependent(s)' life insurance plan(s) coverage for retired EMPLOYEE and dependent(s), the same as during active employment. EMPLOYEE must meet the definition of "annuitant" as defined by CalPERS including minimum age and years of service requirements per the CITY's contracts with CalPERS in order to be eligible to maintain the CITY-paid life insurance coverage.

SECTION 5. Except as expressly amended by this Amendment, the underlying terms and conditions of EMPLOYEE's employment as set forth in the Agreement shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the CITY OF RIALTO has caused this Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Amendment.

CITY OF RIALTO

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Deborah Robertson, Mayor

ATTEST:

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Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

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Fred Galante, City Attorney

EMPLOYEE

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Rod Foster, City Administrator