

**AMENDMENT NO. 1 TO THE
CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF RIALTO & MARCUS FULLER**

This AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RIALTO AND MARCUS FULLER (the "First Amendment") is made and entered into October 26th, 2021, by and between the CITY OF RIALTO, a general law city and municipal corporation (the "CITY") and Marcus L. Fuller, an individual ("FULLER").

RECITALS

WHEREAS, on May 25, 2021, the CITY entered into the Employment Agreement Between the CITY and FULLER (the "Agreement"); and

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

WHEREAS, the City has subsequently withdrawn recognition of CGMA pursuant to the provisions of Rialto Municipal Code section 2.51.100(C); and

WHEREAS, this First Amendment will clarify that the benefits received by FULLER will be those certain benefits generally applicable to Executive Team Management employees in accordance with the Executive Benefits Profile adopted by the City Council on September 22, 2020 by Resolution No. 7671, except as otherwise stated in the Agreement; and

WHEREAS, CITY and FULLER now desire to amend the Agreement through this First Amendment.

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

AGREEMENT

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

SECTION 2. The introductory paragraph of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read in its entirety as follows:

CITY intends to provide FULLER benefits generally consistent with those provided to members of the CITY's Executive Team Management employees in accordance with the Executive Benefits Profile adopted by the

City Council on September 22, 2020, with Resolution No. 7671, except as expressly stated herein to the contrary. The benefits to be provided to FULLER are as follows:

SECTION 3. The second sentence of Sub-paragraph (a) [Active Employment] of Section 2.3.1 [Health Insurance] of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read:

CITY's contribution to the Cafeteria Plan will be one hundred percent (100%) of the Health and Dental insurance premiums for FULLER and eligible dependents, consistent with the health insurance benefits provided to the CITY's Executive Team Management employees.

SECTION 4. The first sentence of Sub-paragraph (b) [Retiree Health] of Section 2.3.1 [Health Insurance] of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read:

If FULLER retires from CITY employment, the CITY shall pay FULLER's and dependent(s)' health benefits coverage for FULLER and his dependent(s), the same as during active employment, consistent with the retiree health benefits provided to the CITY's Executive Team Management employees.

SECTION 5. Section 2.3.2 [Income Protection Insurance] of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read:

CITY shall pay for income protection insurance coverage consistent with the coverage provided to the CITY's Executive Team Management employees.

SECTION 6. Section 2.3.4 [Long Term Disability Insurance] of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read:

CITY will pay one hundred percent (100%) of the premium for long-term disability insurance for FULLER consistent with the coverage provided to the CITY's Executive Team Management employees.

SECTION 7. The third sentence of Section 2.3.10 [Educational Incentive] of Section 2.3 [Benefits] of the Agreement is hereby **amended** to read:

(The same educational incentive is available to the CITY's Executive Team Management employees).

SECTION 8. The third sentence of Section 2.4.1 [Vacation] of Section 2.4 [Vacation and Leave] of the Agreement is hereby **amended** to read:

Upon the effective date of the Agreement, FULLER shall accrue vacation leave consistent with the accrual rate provided to the CITY's Executive Team Management employees up to 240 hours of vacation leave per calendar year on a per pay period basis (9.23 hours per pay period).

SECTION 9. Except as expressly amended by this First Amendment, the underlying terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF RIALTO

Deborah Robertson, Mayor

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

Eric Vail, City Attorney

FULLER

Marcus L. Fuller