

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 29 day of June, 2011, by and between the City of Benicia, a municipal corporation ("CITY" or "Employer") and Brad L. Kilger, an individual, ("Employee"), is made with reference to the following:

RECITALS:

- A. On November 2, 2010 an agreement was entered into by and between CITY and Brad L. Kilger, ("Agreement").
- B. In recognition of the continuing budget issues facing the City of Benicia, CITY and Employee desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. A new subsection IV.1.c is added to Section IV to read as follows:
"Notwithstanding the requirements of subsections IV.1.a, b and c and in recognition of the budget issues facing the City, the parties agree to reduce the base salary of Employee by 2.02% effective July 1, 2011."
2. Subsection IV.2 is amended to read as follows:
"EMPLOYER agrees to also contribute annually on behalf of the EMPLOYEE additional compensation in an amount equal to nine and one-half percent (9.5 %) of the EMPLOYEE'S annual base salary to the ICMA Retirement Corporation, a Deferred Compensation Program, or other deferred compensation plan in equal installments at the same time other employees are paid, commencing on date of employment. In no event shall the EMPLOYER or EMPLOYEE contributions exceed the allowed IRS rates for deferred compensation programs. EMPLOYER agrees to transfer ownership to succeeding employers upon separation of employment. Beginning in July 1, 2011 the amount of EMPLOYER'S contribution shall be reduced 2.5%."
3. Subsection VIII.2 is amended to read as follows:
"EMPLOYER agrees to pay for participation in and pay all EMPLOYER and EMPLOYEE contributions to the EMPLOYER'S PERS retirement plan, including paying all fees and premiums. EMPLOYEE recognizes that the City is interested in restructuring its retirement programs including the "employee contribution pick up" provision currently provided to City miscellaneous employees and may negotiate this in the future. Beginning July 1, 2011, Employee shall pay 4% and Employer shall pay 4% of the "employee contribution pick up" cost."
4. Subsection IX.7 is amended to read as follows:
"EMPLOYER agrees to make required health insurance coverage premium payments for EMPLOYEE and dependents, including insurance policies for accident, sickness, dental, vision, hospitalization, surgical and comprehensive medical insurance and any other benefits as provided to other Senior Management employees of EMPLOYER. EMPLOYER agrees to

work with EMPLOYEE to coordinate the various health and other insurance benefits selected by EMPLOYEE and available through EMPLOYER to insure that no exclusion, hiatus, or break in coverage occurs for EMPLOYEE and his family. EMPLOYEE may participate in the City's Supplemental Sick Leave Program established in accordance with City of Benicia Policy & Procedure #5. Beginning July 1, 2011, in addition to the regular employee contribution to the employer sponsored health plan selected, EMPLOYEE shall contribute a monthly pre-tax contribution to health care costs to reflect health care restructuring savings from a \$15 Co-Pay.”

5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

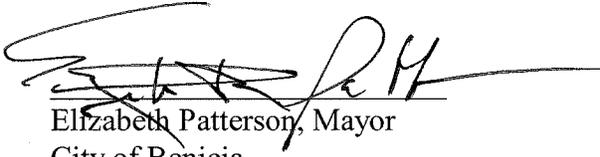
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Employee:

City of Benicia,
A Municipal Corporation



Brad L. Kilger



Elizabeth Patterson, Mayor
City of Benicia

ATTEST:



Lisa Wolfe, City Clerk