

AMENDMENT #1-2022 TO THE AGREEMENT FOR EMPLOYMENT OF HEATHER BELL

This Amendment #1-2022 to the Agreement for the Employment of Heather Bell (the "Amendment") is made and entered into as of April 19, 2022 by and between the City of Pinole (the "City"), a California general law city, and Heather Bell, an individual ("BELL" or "Employee").

RECITALS

WHEREAS, the City and Employee previously entered into that certain Agreement for the Employment of Heather Bell effective as of March 6, 2019 (the "Agreement"); and

WHEREAS, the City and Employee have previously entered into multiple amendments to the Agreement; and

WHEREAS, the City Council performed an evaluation of Employee on March 15, 2022 and thereafter began negotiating changes to the Agreement.

WHEREAS, the City Council desires to extend the term of the Agreement for an additional three (3) years, and to provide employee with five percent (5%) merit increase, five (5%) market equity adjustment, and other benefit enhancements; and

WHEREAS, the City and Employee now wish to amend the Agreement as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and BELL agree as follows:

1. **Term of Agreement.** Section 2, Term of Agreement, of the Agreement is hereby amended in its entirety to read as follows:

"2. Term of Agreement

This Agreement will become effective on the March 6, 2019, and will continue until March 5, 2026. The parties to this Agreement may terminate this Agreement pursuant to the provisions of paragraph 5."

2. **Compensation.** Section 6(a), Compensation, of the Agreement is hereby amended in its entirety to read as follows:

"a. BELL shall be paid an annual base salary of \$152,398.1888 or \$12,699.8491 per month, less all applicable federal, state and local withholding. BELL shall be considered for a merit increase annually in conjunction with the completion of her performance evaluation, as outlined in paragraph 11. Merit increases shall subject to the City's ability to pay for a salary adjustment."

3. **Benefits.** Exhibit A of the Agreement, regarding benefits, is amended to include the terms set forth below. In the event there is a conflict between the terms set forth below and the terms set forth in Exhibit A of the Agreement, the terms below shall control.

- **Health, Vision, Dental, Retirement Benefits**

BELL shall receive the same health, vision, dental, retirement, life insurance (\$40,000), long-term disability, Section 125 flexible health spending account, including CalPERS that are provided to Management and Confidential City employees.

- **Auto and Cell Phone Allowances**

BELL shall receive the amount of \$300 monthly as a car allowance and \$65 monthly as a cell phone allowance, less all applicable federal, state, and local withholdings.

- **Incentive Benefits**

BELL shall receive the same educational degree and bilingual incentive pay benefits that are provided to Management and Confidential City employees.

- **Holidays**

BELL shall receive the following legal paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	Washington's Birthday
Last Friday in March	Cesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

4. **Last Name.** All references in the Agreement to "lopu" are hereby changed to "Bell".

5. **Effective Date.** This Amendment shall be effective the pay period commencing March 14, 2022.

6. **Effect.** Except as expressly provided for herein, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

EMPLOYEE

DocuSigned by:

Heather Bell

Heather Bell

DATED:

April ¹⁹, 2022

CITY

DocuSigned by:

Vincent Salimi

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Vincent Salimi, Mayor

DATED:

4/26/2022

ATTEST:

DocuSigned by:

Stacy Shell

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Stacy R. Shell

Human Resources Director

APPROVED AS TO FORM:

DocuSigned by:

Eric Casher

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Eric S. Casher

City Attorney

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