

AMENDMENT #2-2023 TO THE AGREEMENT FOR EMPLOYMENT OF HEATHER BELL

This Amendment #2-2023 to the Agreement for the Employment of Heather Bell (the "Amendment") is made and entered into as of September 5, 2023 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 Agreement provides Employee with annual cost of living adjustments ("COLA") equivalent to those provided to City employees represented by the American Federation of State, County, and Municipal Employees, Local 512 ("AFSCME"); and

WHEREAS, on August 15, 2023, the City Council adopted Resolution 2023-64, approving the Memorandum of Understanding ("MOU") between the City of Pinole and AFSCME for the period of July 1, 2023 – June 30, 2025; and

WHEREAS, the AFSCME MOU provided unit members with a four percent (4%) COLA effective the first full pay period following July 1, 2023 and a four percent (4%) COLA effective the first full pay period following July 1, 2024; 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. 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 \$171,411.53, or \$14,284.2943 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."

2. Effective Date. This Amendment shall be effective the pay period commencing July 3, 2023.

3. **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.

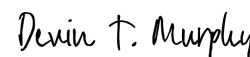
EMPLOYEE

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Heather Bell

DATED:

9/12/2023

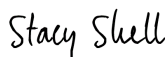
CITY

DocuSigned by:

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Devin T. Murphy, Mayor


DATED:

9/12/2023

ATTEST:
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Stacy R. Shell
Human Resources Director

APPROVED AS TO FORM:
DocuSigned by:


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Eric S. Casher
City Attorney