

**THIRD AMENDMENT TO THE AGREEMENT FOR EMPLOYMENT OF
ANDREW MURRAY**

This Third Amendment to the Agreement for the Employment of Andrew Murray (the "Third Amendment") is made and entered into as of February 1, 2022 (the "Effective Date") by and between the City of Pinole (the "City"), a California general law city, and Andrew Murray, an individual ("MURRAY" or "Employee").

RECITALS

WHEREAS, the City and MURRAY previously entered into that certain Agreement for the Employment of Andrew Murray effective as of December 9, 2019 (the "Agreement"); and

WHEREAS, the City and MURRAY previously entered into that First Amendment to the Agreement and Second Amendment to the Agreement; and

WHEREAS, the City Council desires to extend the term of the Agreement for an additional two (2) years; and

WHEREAS, the City and MURRAY also desire to correct inconsistencies regarding the final date of the Agreement's term; and

WHEREAS, the City and MURRAY 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 MURRAY agree as follows:

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

"2. **Term of Agreement**

This Agreement will become effective on December 9, 2019 and shall terminate on December 31, 2024 (the "Term"), unless sooner terminated in accordance with paragraph 5 herein. If no successor Agreement is entered into to extend the Term, MURRAY's employment with the City shall end with no payment of severance. The City shall notify MURRAY at least ninety (90) days in advance of the end of the Term of its intent to extend or not extend the Agreement."

2. **Duties and Responsibilities.** Subsection (a) of Section 4, Duties and Responsibilities, of the Agreement is hereby amended in its entirety to read as follows:

"4. **Duties and Responsibilities**

a. MURRAY shall commence his duties as City Manager on January 6, 2020, and will continue to execute such duties through December 31, 2024."

EXHIBIT A

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

IN WITNESS WHEREOF, The Parties have executed this Third Amendment on the date written above.

THE CITY OF PINOLE

By: Vincent Salimi
Vincent Salimi, Mayor

Date: 2-10-2022

MURRAY
DocuSigned by:

By: Andrew Murray
Andrew Murray

Date: 2/9/2022

Attest:
DocuSigned by:

Heather Bell
Heather Iopu, CMC, City Clerk

Approved as to Form:
DocuSigned by:

Eric Casher
Eric S. Casher, City Attorney

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