

**AGREEMENT BETWEEN THE CITY OF SAN RAMON  
AND JOE GORTON FOR SERVICES AS INTERIM CITY MANAGER**

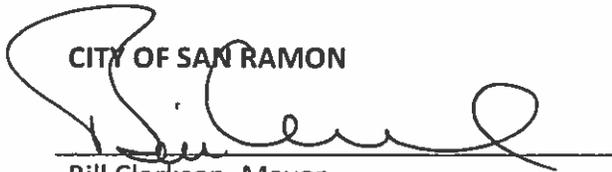
This is an agreement between the City Council of the City of San Ramon ("City") and JOE GORTON ("Employee") for services as Interim City Manager. The current City Manager has resigned effective June 30, 2016. Accordingly, City requires the services of an Interim City Manager from July 1, 2016, until such time as a permanent successor is appointed. Employee is City's Police Chief and is willing to accept appointment as Interim City Manager.

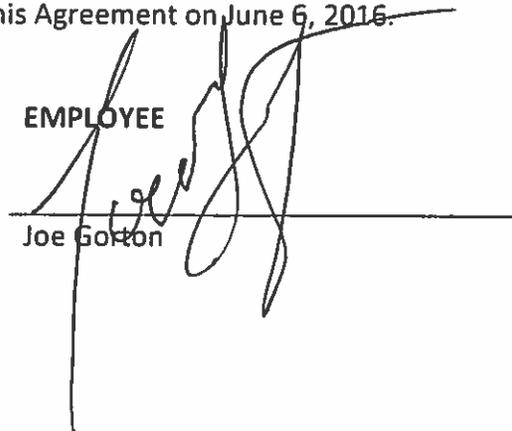
1. Appointment of Interim City Manager. City hereby appoints Employee as Interim City Manager to perform all duties of the City Manager under the San Ramon Municipal Code, the Charter, and general law effective July 1, 2016.
2. Acceptance of Appointment. Employee accepts appointment as Interim City Manager effective July 1, 2016 and will continue to provide oversight of the Police Department in his capacity as Chief.
3. Compensation. For the period commencing July 1, 2016, City agrees to compensate Employee at the rate of \$21,616 per month which amount includes a \$500 monthly management incentive paid to all department heads.
4. Benefits. Employee's current benefit package including but not limited to accrual of vacation and sick leave, health insurance, life insurance, holidays, and administrative leave, will remain unchanged during the term of this agreement except as such benefits are adjusted for all Department Heads.
5. Termination by City. As Interim City Manager, Employee is an at-will employee serving at the pleasure of the City Council. The City Council may remove Employee at any time, with or without cause, by a majority vote of its members. However, upon termination Employee has the right to retain his position as Police Chief. In that event, his compensation as Chief will remain the amount existing July 1, 2016, but increased by any salary raises or new benefits received by all Department Heads between July 1, 2016 and the date this Agreement terminates.
6. Resignation by Employee. At any time, upon giving 30 days written notice, Employee may resign and remain in his position as Police Chief.
7. Professional Development. Employee shall be reimbursed for expenses in connection with participation in professional organizations, seminars, or attendance at League of California Cities or California City Managers Association events to the extent funds are available in the City Manager department budget.
8. Term. This agreement will continue in effect until appointment of a successor permanent City Manager unless terminated earlier pursuant to paragraph 5 or 6 above.

9. Indemnification. To the extent permitted by law, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties to the City. In its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. This duty to defend and indemnify shall not apply to criminal charges against the Employee, except at the sole discretion of the City Council based on a finding that it is in the public interest and in the best interests of the City to do so.

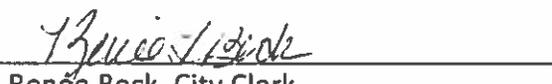
10. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on June 6, 2016.

CITY OF SAN RAMON  
  
Bill Clarkson, Mayor

EMPLOYEE  
  
Joe Gorton

Approved as to Form:  
  
Bob Saxe, Interim City Attorney

ATTEST:  
  
Renee Beck, City Clerk