

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OAKLEY AND JOSHUA McMURRAY**

This Third Amendment (“Third Amendment”) to the Employment Agreement between the City of Oakley and Joshua McMurray (“Manager”), dated November 10, 2021 (“Employment Agreement”), is entered into and effective on July 1, 2024. The Employment Agreement shall be amended as set forth below. All other terms of the Employment Agreement (and its previous amendments) not amended shall remain the same as stated.

1. Section 7.A to the Employment Agreement is amended to read as follows (amendments shown in bold text):

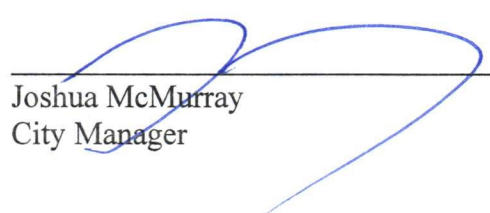
“Manager’s annual base salary shall be **Two-Hundred Ninety-One Thousand, Three-Hundred Seventy-Five Dollars (\$291,375)** payable in equal installments at the same time and in the same manner as other employees of the City are paid. The salary shall be subject to withholding.”

2. Section 6.A to the Employment Agreement is amended to read as follows (amendments shown in bold text):

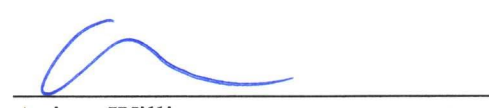
“If City terminates this Agreement (thereby terminating Manager's employment without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, and if Manager signs, delivers to the City Council, and does not revoke, a General Release Agreement ("Release Agreement"), City shall pay Manager a lump sum benefit equal to **nine (9)** months of Manager's then Base Salary; and, subject to any restrictions of the City's Medical benefit provider(s) shall provide health (medical, dental, and vision) benefits continuing under the health benefit plans in which Manager and any dependents are then enrolled for **nine (9)** months or until the Manager finds other employment, whichever comes first (the cash payment and continuing benefits, collectively "Severance"). **On July 1, 2025, and on any July 1 thereafter, Manager shall receive one (1) additional month of Severance following a positive annual evaluation in accordance with Section 7.B until the total of twelve (12) months of Severance has been reached, from which time Manager’s Severance shall be capped at twelve (12) months.**

Notwithstanding the foregoing, and in accordance with Government Code section 53260, if the remaining term of Manager's Agreement is less than six (6) months, the maximum Severance that Manager may receive shall be an amount equal to Manager's monthly salary multiplied by the number of months left on the unexpired term of the Agreement.”

[Signatures on next page]

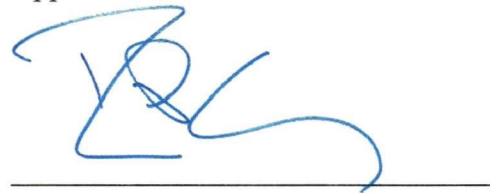


Joshua McMurray
City Manager



Anissa Williams
Mayor

Approved as to Form:



Derek P. Cole
City Attorney