

RESOLUTION NO. 2024-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE CITY MANAGER

WHEREAS, the Escondido City Manager, serves the City of Escondido pursuant to an Employment Agreement with the City; and

WHEREAS, the City Council has surveyed the median salaries for full time, appointed city managers in the comparable labor market and desire to (1) increase the City Manager's salary by 10% now and 6% in December 2025 to be more comparable with such other City Managers; (2) advance from the 5-year vacation accrual to 10-year vacation accrual; (3) revise the performance evaluation process; (4) revise the computation for payout upon termination; and (5) increase management leave from 10 days per year to 11 days per year.

WHEREAS, the City Council desires and deems it in the best public interest to provide for the ongoing employment of Sean McGlynn to serve as the City Manager pursuant to an Agreement governing the terms and conditions by which he shall serve as City Manager; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor is hereby authorized to execute, on behalf of the City, a First Amendment to the Employment Agreement with Sean McGlynn to serve as the City Manager (attached and incorporated by this reference as Exhibit "A").

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 4<sup>th</sup> day of DECEMBER, 2024 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:  
*Dane White*

19FEE5DB8C3B409...  
DANE WHITE, Mayor of the  
City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...

ZACK BECK, City Clerk of the  
City of Escondido, California

RESOLUTION NO. 2024-184



CITY OF ESCONDIDO  
AT WILL EMPLOYMENT AGREEMENT  
FIRST AMENDMENT

Between: CITY OF ESCONDIDO  
201 N. Broadway  
Escondido, California 92025  
("Employer")

And: Sean McGlynn  
201 N. Broadway  
Escondido, CA 92025  
("Employee")

RECITALS

- A. On April 7, 2021, Employer and Employee entered into an Employment Agreement ("Agreement") for Employee to serve as City Manager for Employer as provided for by the California Government Code and Chapter 2, Article 3 of the Escondido Municipal Code; and
- B. It is the desire of the Employer to provide certain benefits and establish certain conditions of employment of the Employee for the purpose of securing and retaining the services of the Employee; and
- C. Employer and Employee wish to enter into a First Amendment to the Agreement providing for Employee to continue serving as the City Manager for the Employer; and
- D. Employee desires to continue to be employed as the City Manager for the City of Escondido; and
- E. It is the mutual intent of the parties to amend the Agreement effective December 4, 2024.

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NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Section 2(D)(1) of the Agreement (“Performance Evaluation”) shall be amended to read as follows:

The City Council recognizes that for the City Manager to respond to the City’s needs and to grow in the performance of the City Manager’s job, the City Manager needs to know how the City Council members evaluate the City Manager’s performance. To assure that the City Manager gets this feedback, the City Council shall review and evaluate the performance of the City Manager and City Attorney commencing in July of each year. The City Council shall work with the Human Resources Director to retain an outside facilitator, with at least five years’ experience in executive evaluations, to conduct the evaluation process. The facilitator will also assist in developing mutually agreed-upon goals and performance objectives for the upcoming year.

At the time of the annual evaluation, the City Council shall in good faith consider performance-based salary adjustments, based upon comparable compensation packages made available to these executive positions from the other cities in San Diego County and other agencies used for city labor negotiations.

2. Section 3(A)(1)(a) of the Agreement (“Base Salary”) shall be amended to read as follows:

The annual Base Salary for the position of City Manager shall be three hundred eight thousand dollars (\$308,000) effective December 4, 2024, and thereafter three hundred twenty six thousand four hundred eighty dollars (\$326,480) effective December 1, 2025.

3. Section 3(B)(2)(a) of the Agreement (“Basic Benefits”) shall be amended to read as follows:

A vacation leave bank of one hundred and twenty (120) hours. Thereafter, the City Manager shall accrue vacation leave hours commencing at the same rate as City employees who have been working for the City for ten (10) or more years and progressing according to the schedule for city employees generally thereafter. The

City Manager may accrue up to the maximum leave balance as permitted under existing City policy for a ten (10) year or more City employee. The City Manager may convert vacation leave hours to cash at the same rate and at the same times as City Executive Management employees. The City Manager shall be paid for any unused accrued vacation hours upon either voluntary or involuntary termination of employment.

4. Section 3(B)(2)(c) of the Agreement (“Basic Benefits”) shall be amended to read as follows:

Eleven (11) days of Management Leave. The City Manager shall thereafter receive eleven (11) days of Management Leave annually. The Management Leave hours do not carry from one Fiscal Year to the next and will expire at the close of each Fiscal Year if unused. The City Manager may cash out the Management Leave hours in whole or in part at the times established for all City employees.

5. Section 5(C)(1) of the Agreement (“Computation”) shall be amended to read as follows:

The City shall offer to the City Manager, for a termination occurring after the Effective Date of this Agreement, to pay an amount equal to one (1) year of his Base Salary. Such severance benefit shall be paid in addition to payment of any accrued vacation or management leave otherwise payable to the City Manager.

6. Except as expressly identified above, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the City of Escondido has caused this Agreement to be signed and executed on its behalf by its Mayor as authorized by Resolution No. 2024-184, and Employee has signed and executed this Agreement set forth below.

On Behalf of Employer

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White  
Mayor

On Behalf of Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Sean McGlynn  
Employee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

By: \_\_\_\_\_