

**CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE**

This Employment Agreement (“Agreement”) is made as of and entered into as of July 1, 2023 (the “Effective Date”) by and between the City of San Bruno, a California municipal corporation (“City”), and Alex D. McIntyre, an individual (“Manager”).

**RECITALS**

A. City desires to employ Manager as City Manager and Manager desires to accept appointment as City Manager.

B. Manager represents that he has the requisite education, experience, specialized skills and training and is otherwise qualified to serve as the City Manager.

**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Agreement.

**1. Appointment of City Manager.** City does hereby appoint and employ Manager in the capacity of City Manager and Manager does accept employment upon the terms and conditions set forth herein. This Agreement shall supersede and replace any and all prior agreements between City and Manager.

**2. Term.** Unless sooner terminated, the term of this Agreement shall commence on the Effective Date and terminate on June 30, 2025 (“Term”). This Agreement will automatically renew on July 1 of each year, for additional one year renewal terms on the terms and conditions that are in force at the time of the renewal, unless either party gives the other party written notice of non-renewal at least three months prior to the end of the term of this Agreement.

**3. Duties and Authority.** Manager shall exercise the full powers and perform the duties of the position of City Manager of the City of San Bruno, as set forth in the San Bruno Municipal Code, any relevant ordinances, resolutions or regulations, the City Manager job description and under state law, as each of them currently or may in the future exist. Manager shall exercise such other powers and perform such other duties as City Council may from time to time assign. As determined by the City Council, Manager shall serve as representative to any agency or organization to which the City Council may make appointments. Except as otherwise determined by the City Council, Manager shall serve as Executive Director to any agency, authority or similar entity staffed by City.

**4. Obligations.** Manager shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Manager shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties and responsibilities to City. As set

forth in Section 4 of this Agreement, Manager shall be exempt from the overtime pay provisions of California law (if any) and federal law and as such is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. Notwithstanding anything to the contrary in this paragraph, the parties hereby agree that Manager may, at times, be required to attend to obligations related to his role as former City Manager of the City of Ventura, and Manager may attend to such obligations provided that such obligations arose prior to the Effective Date and further provided that such obligations do not have a material negative effect on Manager's obligations to the City, in the sole and absolute discretion of the City Council.

**5. Salary and Benefits.**

A. Base Salary. City shall pay Manager an annual base salary of \$320,000. The annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholding. Manager's salary is compensation for all hours worked and for all services under this Agreement, including those as an Executive Director or involving any other position, office or appointment associated with the City. As stated above, Manager shall be exempt from the overtime pay provisions of California law (if any) and federal law.

B. Benefits.

(1) Medical, Dental and Vision Plans. The City will provide and Manager may participate in the City's medical program (medical, dental and vision insurance) in an amount equal and on the same basis to that which is provided to other City employees. This includes the ability for Manager to participate in the "opt-out benefit" which is currently \$422.10 per month. In such case, Manager shall be required to provide evidence of health insurance as required by law. Manager may also participate in the City's Flexible Spending Plan. Eligibility and benefits will be as determined by the applicable laws, regulations and plan documents. In the event of a conflict between this Agreement and the applicable laws, regulations and plan documents, the latter shall prevail. The City reserves the right to change or discontinue its benefits programs at any time, to the maximum extent permitted by law.

(2) Long Term Disability and Life Insurance. City shall provide Manager with a long term disability insurance policy and life insurance in an amount equal and on the same basis to that which is provided to other City employees.

(3) Retirement. Manager shall be enrolled under City's retirement plan with PERS pursuant to terms of that plan and applicable state law and regulations. It is the understanding of the parties that Manager will qualify as a "Classic Employee" under the Public Employees' Pension Reform Act of 2013 and will be covered by City's second tier formula of 2.7% @ 55. Manager shall make all member contributions and there will be no employer paid member contributions. In the event of any conflict between this Agreement and the City's PERS contract or the applicable laws and regulations, the latter shall prevail.

(4) Holidays. Manager will be eligible for the same paid holidays as other City employees. To the extent that Manager may work on a holiday, Manager's base salary includes compensation for such work.

(5) Vacation. Manager shall accrue 120 hours of vacation annually.

(6) Management Leave. Manager shall receive 100 hours of management leave annually at the beginning of each fiscal year, commencing with the Effective Date. Time must be used within the fiscal year in which it is received. Any unused management leave shall not be carried over.

(7) Sick Leave. Manager shall accrue one paid sick day per month. Paid sick leave may be used in accordance with the minimum requirements of California law (Labor Code §§ 245 – 249) and as otherwise permitted by Employer. Paid sick leave under this section has no cash value and therefore is not payable upon termination or separation from employment, regardless of the reason for termination or separation.

(8) Business Expenses; Professional Development. City recognizes that Manager may incur certain reasonable job-related expenses of a non-personal nature. City agrees to reimburse or to pay such business expenses incurred by the Manager in the course of his duties. Manager shall submit such expenses according to City's normal expense reimbursement procedures. All expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City. City shall pay reasonable sums for professional dues and subscriptions for Manager necessary in the judgment of the City Council for Manager's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Manager and for the good of the City, including attendance at conferences held by the League of California Cities, International City Management Association, and California City Management Foundation. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for job-related and professional development expenses and travel costs.

(9) Office Equipment. The City shall provide Manager with a City-issued cellular device and laptop device, including business-related software, to maintain communication with the City Council and City staff. Such equipment and software shall remain the sole property of the City and the City reserves the right to monitor the use of its equipment. Manager agrees that Manager has no privacy rights in the use of such equipment and the equipment shall be returned upon termination or separation from employment.

(10) Personal Vehicle Use. Any rules, policies or practices to the contrary notwithstanding, Manager shall be provided a monthly auto allowance of Four Hundred Fifty Dollars (\$450.00) in exchange for making a vehicle available for the Manager's use for City-related business and/or functions during, before and after normal work hours. Manager shall comply with all City policies related to the use of his own vehicle, which

includes providing the City with proof of current automobile insurance with liability limits in the amount set by the City.

(11) Deferred Compensation Savings Plan. Manager may voluntarily participate in the City's deferred compensation savings plan (also known as a "457" plan) that is offered to other City employees in accordance with the deferred compensation plan participation agreement. Notwithstanding, Manager understands and agrees that the City shall not make any monetary contributions into the plan on behalf of Manager.

(12) Remote Work. City agrees that the Manager may work remotely one day during the work week as long as working remotely does not interfere with the Manager's primary duty as the City Manager and/or City business. Notwithstanding, it is the expectations of the Parties that the Manager intends to use the ability to work remotely sparingly and not on a weekly basis. When working remotely, Manager shall be accessible by phone, email, etc. during business hours.

(13) Bonding. City shall bear the full costs of any fidelity or other bonds required of Manager (if any) under any law or ordinance by virtue of his employment as City Manager.

**6. Evaluations.** Manager's performance of the duties and responsibilities shall be evaluated by the City Council within 12 months of the Effective Date; and thereafter, the City Council may conduct an evaluation of Manager's performance on or before the one year anniversary of the first evaluation. Manager will request and schedule such reviews, as appropriate, pursuant to City Council agenda procedures or as otherwise directed by City Council. In addition, the City Council may, but is not required to, review Manager's salary and benefits as part of the evaluation process or at any other time. Said review and evaluation shall be in accordance with specific criteria developed jointly by City and Manager. Said criteria may be added to or deleted from as the City Council may from time-to-time determine in consultation with the Manager. Nothing in this paragraph is intended to limit additional interim evaluations or reviews or to limit the normal communications process between the City Council and Manager. The City Council agrees to assess Manager's performance and consider additional salary and benefit requests in October 2023, which is 6 months from Manager's March 28, 2023 commencement as Interim Manager.

**7. Indemnification.** Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and indemnify Manager, using legal counsel of City's choosing, against legal liability for acts or omissions by Manager occurring in the course and scope of employment under this Agreement. In the event City provides funds for legal criminal defense pursuant to this section and the terms of the Government Code, Manager shall reimburse the City for such legal criminal defense funds if Manager is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4. Further, in the event Manager is convicted of a crime involving an abuse of office or position, Manager shall reimburse City for any paid leave or cash settlement, as provided by Government Code Sections 53243 – 53243.4.

**8. At-Will Employment Relationship-Termination.**

A. Under the terms of this appointment and California Government Code Section 36507, Manager is appointed by and serves at the pleasure of the City Council and is an “at-will” employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement and the employment of Manager at any time, with or without cause, as provided in this paragraph. Accordingly, Manager may be terminated: (i) with cause, at any time, upon written notice, and (ii) without cause, by giving thirty (30) calendar days advance written notice to the Manager, unless the parties mutually agree to waive or alter the time required for such notice. Upon termination, the employment relationship shall end.

B. In the event Manager is terminated by the City Council without “cause” before expiration of this Agreement, or any extension thereof, and during such time that Manager is willing and able to perform the duties of the City Manager, City agrees to pay Manager immediately upon termination a lump sum cash payment equal to his then monthly base salary for a period of nine (9) months.

C. Any other term of this Agreement notwithstanding, the maximum severance that Manager may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Manager is convicted of a crime involving an abuse of office or position, Manager shall reimburse City for any paid leave salary offered pending investigation or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

D. In the event the City terminates Manager for cause, then the City may terminate this Agreement immediately, without providing Manager with any notice, opportunity to be heard, or right of appeal. Manager shall be entitled to only the compensation accrued up to the date of termination, payments for accrued unused vacation leave, and such other termination benefits and payments as may be required by law. Manager shall not be entitled to any severance benefits and payments. For purposes of this Agreement, for “cause” is defined to mean as follows:

- (1) Conviction of a felony or any offense involving a violation of Manager’s official duties;
- (2) If, during the term of this Agreement, Manager becomes mentally or physically incapable of performing the City Manager’s functions and duties as set forth in this Agreement with reasonable accommodation, and it reasonably appears such incapacity will last for more than six (6) months;
- (3) Continued abuse or use of prescription or non-prescription drugs or alcohol that materially affects the performance of City Manager’s duties;
- (4) Repeated and protracted unexcused absences from the City Manager’s office and duties;

(5) Refusal to comply with a lawful order or instruction issued by a majority of the City Council at a lawfully convened meeting;

(6) Deliberate falsification of City records or official documents, or instructing a City employee to commit an act which Manager knows or has reason to know is a crime;

(7) Failure and refusal to carry out the duties of the City Manager as set forth in this Agreement;

E. Manager may terminate this Agreement by giving sixty (60) calendar days advance written notice to the City Council, unless the parties mutually agree to waive or alter the time required for such notice.

**9. Integration of Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Manager's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

**10. Confidential Information.** Manager acknowledges and agrees that in the performance of his duties, the City discloses and entrusts him with certain confidential proprietary information. Manager agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, reports or otherwise, of a business or technical nature, which was acquired or viewed by Manager during Manager's relationship with the City unless such disclosure is authorized by the City in writing, required by law, or required in the performance of the duties of the City Manager. This provision shall survive the termination or expiration of this Agreement.

**11. Method of Amendment.** No amendments to this Agreement may be made except by a writing signed and dated by City and Manager.

**12. Notices.** Any notice to City under this Agreement shall be given in writing to City, by personal service, by overnight delivery service providing confirmation of delivery, or by registered or certified mail, postage prepaid, addressed to the Chief People Officer at the City's then principal place of business. Any such notice to Manager shall be given in a like manner and, if deposited with an overnight delivery service or mailed, shall be addressed to Manager at his home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, (b) on the next delivery day following deposit with an overnight delivery service or (c) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Section.

### **13. General Provisions.**

A. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement between City and Manager relating to the employment of Manager as City Manager by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Manager acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. Choice of Law and Venue. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions. The parties agree that venue shall be in San Mateo County, California.

D. Independent Review of Agreement. Manager acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Manager acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement.

E. Drafting of Agreement. The Parties hereto acknowledge and agree that although this Agreement has been drafted by City's legal counsel, Manager has reviewed, or had an opportunity to review the terms of this Agreement with his legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.

F. Voluntary Agreement. Manager represents and warrants that he has read carefully and fully understands all the provisions of this Agreement, that he is free to enter into this Agreement and to render the services described in it, that he entering into and performance of this Agreement will not breach or violate or conflict with any other agreement (written or oral) to which he is a party, and that he has had an opportunity to consult with his legal counsel prior to entering into this Agreement and has either done so or voluntarily chosen not to do so. Manager is voluntarily entering into this Agreement. The City represents and warrants that it has the right and power to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally as the date and year first written above.

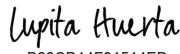
ALEX D. MCINTYRE, an individual:

DocuSigned by:  
  
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Alex D. McIntyre

CITY OF SAN BRUNO:

DocuSigned by:  
  
8127458DEFC7744A...  
Rico E. Medina, Mayor

ATTEST:

DocuSigned by:  
  
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Lupita Huerta, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
C344A57AB0874CA...  
Trisha Ortiz, City Attorney

EXHIBIT A

FIRST AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE

This First Amendment ("Amendment") to Employment Agreement by and between the City of San Bruno, a California municipal corporation, and Alex D. McIntyre, an individual, is made as of and entered into as of January 9, 2024 (the "Effective Date").

RECITALS

A. Pursuant to that certain Employment Agreement ("Agreement"), dated as of July 1, 2023, by and between the City of San Bruno, a California municipal corporation ("City"), and Alex D. McIntyre, an individual ("Manager"), the City employs Manager as City Manager and Manager.

B. The Agreement provides that Manager shall accrue 120 hours of vacation annually, which is 4.615 hours per pay period, but the City Council is recognizing prior years of service which results in Manager accruing 7.080 hours per pay period.

C. The parties desire an increase in vacation benefits to reflect years of service.

**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Amendment.

**Amendment.** Section 1.B.(5) of the Agreement is amended in its entirety to read as follows:

"(5) Vacation. Commencing on July 1, 2023, Manager shall accrue 7.080 hours of vacation per biweekly pay period."

**Other Terms and Conditions Unchanged.** Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged.

For the City of San Bruno:



Rico E. Medina, Mayor

1/30/2024  
Date

For the Employee:



Alex D. McIntyre, Employee

January 24, 2024  
Date

**SECOND AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE**

This Second Amendment ("Amendment") to Employment Agreement by and between the City of San Bruno, a California municipal corporation, and Alex D. McIntyre, an individual, is made as of and entered into as of July 1, 2024 (the "Effective Date").

**RECITALS**

A. Pursuant to that certain Employment Agreement, dated as of July 1, 2023, by and between the City of San Bruno, a California municipal corporation ("City"), and Alex D. McIntyre, an individual ("Manager"), as amended by the First Amendment to Employment Agreement, dated as of January 9, 2024 (together, the "Agreement"), the City employs Manager as City Manager.

B. The Agreement provides that Manager shall receive an annual base salary of \$320,000.

C. The parties desire to increase the annual base salary by 3.75%.

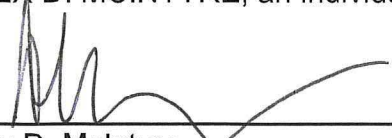
**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Amendment.

1. **Amendment.** Section 5.A. of the Agreement is amended to increase the annual base salary from \$320,000 to \$332,000.

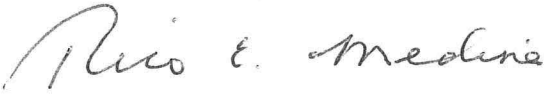
2. **Other Terms and Conditions Unchanged.** Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed and executed personally as the date and year first written above.

ALEX D. MCINTYRE, an individual:

  
\_\_\_\_\_  
Alex D. McIntyre

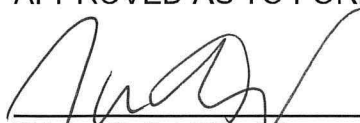
CITY OF SAN BRUNO:

  
\_\_\_\_\_  
Rico E. Medina, Mayor

ATTEST:

  
\_\_\_\_\_  
Lupita Huerta, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Trisha Ortiz, City Attorney

**THIRD AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE**

This Third Amendment (“Amendment”) to Employment Agreement by and between the City of San Bruno, a California municipal corporation, and Alex D. McIntyre, an individual, is made as of and entered into as of December 1, 2024 (the “Effective Date”).

**RECITALS**

A. Pursuant to that certain Employment Agreement, dated as of July 1, 2023, by and between the City of San Bruno, a California municipal corporation (“City”), and Alex D. McIntyre, an individual (“Manager”), as amended by the First Amendment to Employment Agreement, dated as of January 9, 2024, and the Second Amendment to Employment Agreement, dated as of July 1, 2024 (together, the “Agreement”), the City employs Manager as City Manager.

B. The parties desire to amend the Agreement to provide Manager those City employee benefits related to the winter closure for 2024 and Recreation and Aquatic Center membership.

**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Amendment.

**1. Amendment.**

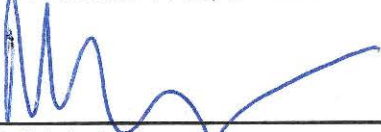
A. Paragraph (4) of Section 5.B. of the Agreement is amended by adding the following sentence: “During the winter closure that extends from December 24, 2024 through January 1, 2025, Manager shall receive ten (10) hours for straight time pay, in addition to the regularly scheduled holidays, with Manager using accrued leave for the balance of such winter closure.”

B. Section 5.B of the Agreement is amended by adding a new paragraph (14) to read as follows: “City shall provide Manager a membership to the San Bruno Recreation and Aquatic Center at no cost to Manager, except the required tax withholding for the value of the taxable fringe benefit.”

**2. Other Terms and Conditions Unchanged.** Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed and executed personally as the date and year first written above.

ALEX D. MCINTYRE, an individual:

  
\_\_\_\_\_  
Alex D. McIntyre

CITY OF SAN BRUNO:

  
\_\_\_\_\_  
Rico E. Medina, Mayor

ATTEST:

  
\_\_\_\_\_  
Lupita Huerta, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Trisha Ortiz, City Attorney

**FOURTH AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE**

This Fourth Amendment (“Amendment”) to Employment Agreement by and between the City of San Bruno, a California municipal corporation, and Alex D. McIntyre, an individual, is made as of and entered into as of July 1, 2025 (the “Effective Date”).

**RECITALS**

A. Pursuant to that certain Employment Agreement, dated as of July 1, 2023, by and between the City of San Bruno, a California municipal corporation (“City”), and Alex D. McIntyre, an individual (“Manager”), as amended by the First Amendment to Employment Agreement, dated as of January 9, 2024, by the Second Amendment to Employment Agreement, dated as of July 1, 2024, and by the Third Amendment to Employment Agreement, dated as of December 1, 2024 (together, the “Agreement”), the City employs Manager as City Manager.

B. The Agreement provides a termination date of June 30, 2025 and the parties desire to extend the term until June 30, 2027, with an option for the parties to extend the term until June 30, 2028 by mutual agreement.

C. The Agreement provides that Manager shall receive an annual base salary of \$332,000, and the parties desire to increase the annual base salary by 4.00% on July 1, 2025, by 4.5% on July 1, 2026, and by 5.0% on July 1, 2027, if the parties exercise their option to extend the term for an additional year.

D. The Agreement provides that the Manager shall receive 100 hours of management leave and the parties desire to increase the management leave to 120 hours on July 1, 2025, to 125 hours on July 1, 2026, and 130 hours on July 1, 2027, if the parties exercise their option to extend the term for an additional year.

E. The Agreement provides that the Manager shall receive severance pay in an amount equal to 9 months of salary and the parties desire to increase the severance to 12 months of salary.

F. The parties desire to amend the Agreement by providing deferred compensation in the amount of 2%.

**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Amendment.

1. **Amendments.**

- A. Section 2 (Term) of the Agreement is amended in its entirety to read as follows:

“Unless sooner terminated, the term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2027 (“Term”). The parties may extend the Term until June 30, 2028, by mutual written agreement, on or before January 31, 2027.”

- B. Section 5 (Salary and Benefits) A (Base Salary) of the Agreement is amended in its entirety to read as follows:

“City shall pay Manager an annual base salary as follows: (i) effective July 1, 2025, the amount of \$345,280, (ii) effective July 1, 2026, the amount of \$360,817, and (iii) effective July 1, 2027, the amount of \$378,858. The annual salary will be prorated and paid on City’s normal paydays, subject to legally permissible or required withholding. Manager’s salary is compensation for all hours worked and for all services under this Agreement, including those as an Executive Director or involving any other position, office or appointment associated with the City. As stated above, Manager shall be exempt from the overtime pay provisions of California law (if any) and federal law.

- C. Section 5 (Salary and Benefits) B (Benefits) 6 (Management Leave) of the Agreement is amended in its entirety to read as follows:

“Manager shall receive management leave annually as follows: (i) on July 1, 2025, 120 hours, (ii) on July 1, 2026, 125 hours, and (iii) on July 1, 2027, 130 hours. Time must be used within the fiscal year in which it is received. Any unused management leave shall not be carried over.”

- D. Section 5 (Salary and Benefits) B (Benefits) 11 (Deferred Compensation Savings Plan) of the Agreement is amended in its entirety to read as follows:

“Manager may voluntarily participate in the City’s deferred compensation savings plan (also known as a “457” plan) that is offered to other City employees in accordance with the deferred compensation plan participation agreement. Beginning July 1, 2025, the City will contribute two percent (2%) of the annual base salary to any qualified deferred compensation plan on a biweekly pay period basis.”


- E. Section 8 (At-Will Employment Relationship-Termination) B of the Agreement is amended in its entirety to read as follows:

“In the event Manager is terminated by the City Council without “cause” before expiration of this Agreement, or any extension thereof, and during such time that Manager is willing and able to perform the duties of the City Manager, City agrees to pay Manager immediately upon termination a lump sum cash payment equal to his then monthly base salary for a period of twelve (12) months.”


2. **Other Terms and Conditions Unchanged.** Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed and executed personally as the date and year first written above.

ALEX D. MCINTYRE, an individual:

  
\_\_\_\_\_  
Alex D. McIntyre

CITY OF SAN BRUNO:

  
\_\_\_\_\_  
Rico E. Medina, Mayor

ATTEST:

  
\_\_\_\_\_  
Lupita Huerta, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Trisha Ortiz, City Attorney

**FIFTH AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SAN BRUNO AND ALEX D. MCINTYRE**

This Fifth Amendment (“Amendment”) to Employment Agreement by and between the City of San Bruno, a California municipal corporation, and Alex D. McIntyre, an individual, is made as of and entered into as of December 9, 2025 (the “Effective Date”).

**RECITALS**

A. Pursuant to that certain Employment Agreement, dated as of July 1, 2023, by and between the City of San Bruno, a California municipal corporation (“City”), and Alex D. McIntyre, an individual (“Manager”), as amended by the which the parties amended by the First Amendment as of January 9, 2024, by the Second Amendment as of July 1, 2024, by the Third Amendment as of December 1, 2024, and by the Fourth Amendment as of July 1, 2025 (together, the “Agreement”), the City employs Manager as City Manager.

B. The parties desire to amend the Agreement to provide Manager the City employee benefits related to the winter closure for 2025.

**NOW, THEREFORE**, in consideration of these recitals and the performance by the parties of the promises, covenants, and conditions herein contained, the City and Manager agree as provided in this Amendment.

**1. Amendment.**

A. Paragraph (4) of Section 5.B. of the Agreement is amended by adding the following sentence: “During the winter closure that extends from December 25, 2025 through January 1, 2026, Manager shall receive ten (10) hours for straight time pay, in addition to the regularly scheduled holidays, with Manager using accrued leave for the balance of such winter closure pilot program.

**2. Other Terms and Conditions Unchanged.** Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed and executed personally as the date and year first written above.

ALEX D. MCINTYRE, an individual:

DocuSigned by:  
*Alex D. McIntyre* 12/22/2025  
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Alex D. McIntyre

CITY OF SAN BRUNO:

*Rico E. Medina*

Rico E. Medina, Mayor

ATTEST:

*Lupita Huerta*

Lupita Huerta, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Trisha Ortiz* 2/30/2025  
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Trisha Ortiz, City Attorney