

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this ~~19th~~ day of April, 1994, by and between the City of Redlands, California, a municipal corporation (hereinafter "City") and Daniel J. McHugh (hereinafter "Employee").

RECITALS

Whereas, City has previously expressed its desire to employ the services of Employee as City Attorney of the City of Redlands as provided for by California Government Code Section 36505; and

Whereas, Employee has accepted employment as the City Attorney of the City of Redlands; and

Whereas, it is the desire of the City Council of City and Employee to provide, by written agreement, the terms and conditions of Employee's employment as City Attorney;

Now, therefore, in consideration of the mutual covenants contained herein, the City of Redlands and Daniel J. McHugh agree as follows:

AGREEMENT

1. Scope of Duties. City has employed Employee as the City Attorney of City to perform the functions and duties specified in California Government Code Sections 41801 et seq., subject to the terms and conditions of this Agreement, and such other duties as the City Council shall assign from time to time.

2. Salary. City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$89,700 payable in installments at the same times as other employees of City are paid.

3. Fringe Benefits. City shall pay to or on behalf of Employee for Fringe Benefits an amount which is proportionate to those provided to members of City's Management Group. In addition, Employee shall receive the same PERS benefit provided to non-sworn members of City's Management Group. These amounts shall be adjusted proportionately, based on any adjustment in City contributions to these Fringe Benefits given to members of City's Management Group.

4. Professional Development.

A. Employee is expected and encouraged to participate in professional organizations and to attend area, regional, state and occasionally national meetings and conferences relative to legal matters of interest to the City of Redlands, consistent with the time required for such attendance in relationship to his other City responsibilities. City

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hereby agrees, to the extent it is financially able, to consider and review the budget of the City Attorney office and pay the travel and subsistence expenses of Employee for professional official travel meetings and occasions adequate to continue the professional development of Employee, represent the legal interests of City and to adequately pursue necessary official and other functions for City.

B. City agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in such organizations including, but not limited to, Employee's State Bar dues and the dues and membership in the American Bar Association.

5. Transportation. Employee shall receive an automobile allowance in the amount of \$150 per month as compensation for use by Employee of his personal automobile on city business.

6. Termination.

A. This Agreement may be terminated by either party for any reason or for no reason in recognition that Employee is an at-will employee of City. In the event Employee is terminated by City for any reason other than willful misconduct or conviction of a felony during which time Employee is willing and able to perform his duties under this Employment Agreement, the City Council shall provide Employee notice in writing nine (9) months prior to the date this Employment Agreement and the employment of Employee are to be terminated. In the alternative, City may immediately release Employee from his employment with City by providing him with notice, and except as otherwise provided in subsection B, below, by providing Employee with nine (9) months salary and continuation of health benefits (collectively "Severance Pay") in lieu of the above described notice. Termination by City shall be effective upon delivery of written notice of termination of employment by City to Employee.

B. In the event Employee is terminated because of his willful misconduct or conviction of any felony, then, in that event, City shall have no obligation to pay the aggregate Severance Pay described in this section. In the event that Employee wishes to terminate this Employment Agreement, employee shall give City written notice of said intention forty-five (45) days prior to termination. Notices under this section shall be addressed to City as follows:

City Council of the City of Redlands
City Hall
30 Cajon Street
PO Box 3005
Redlands CA 92373

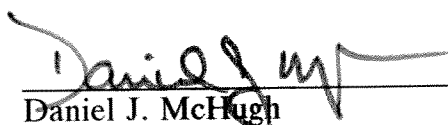
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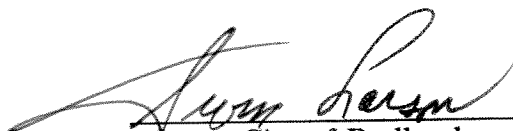
and to Employee as follows:

Daniel J. McHugh
City Hall
30 Cajon Street
PO Box 3005
Redlands CA 92373

7. Office Equipment. City shall provide secretarial assistance, all equipment, furniture and fixtures necessary and convenient to carry out the terms of this Employment Agreement. All such equipment shall be and remain the property of City.
8. Outside Consultation. Employee may engage in outside consultation to the extent that such outside consultation does not interfere with the duties and responsibilities set forth in this Employment Agreement. It is specifically understood and agreed that any outside consultation is to be secondary to this employment by City and shall not conflict or interfere in any way with the full-time nature of this City employment.
9. Attorney Fees. In the event of any legal action to enforce or interpret any term or condition of this Employment Agreement, the prevailing party in such action shall be entitled to recover, in addition to costs or other relief, its reasonable attorneys' fees.
10. Entire Agreement. This Employment Agreement contains the entire agreement of the parties hereto as to the matters contained herein.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement the day and year first written above.


Daniel J. McHugh


Mayor, City of Redlands

Attest: 
City Clerk