

EMPLOYMENT AGREEMENT

1. PARTIES.

The parties to this Agreement are the City of Redlands, California, a municipal corporation, hereinafter called "City," and James D. Wheaton, hereinafter called "Employee."

2. RECITALS.

2.1. City's Council wishes to retain the services of Employee as Interim City Manager.

2.2. At the same time, City's Council and Employee wish to provide a means for termination of this agreement.

2.3. City's Council has determined it to be in the best interests of City that Employee be employed as Interim City Manager. Therefore, for reasons of efficiency and continuity, this Agreement is executed.

3. TERMS.

3.1. City hereby employs Employee as City Manager to perform the functions and duties set forth in Chapter 2.04 of Title II of the Redlands Municipal Code as amended from time to time, as well as such other functions and duties as City's Council may from time to time assign.

3.2. Employee hereby agrees to perform such functions and duties on a full-time basis, to the best of his ability, and in an efficient and competent manner.

3.3. This Agreement will become effective on September 24, 1990 and will continue in effect for one (1) month or until terminated as provided in Section 3.5. This Agreement may be renewed for additional periods of one month or more only by mutual written consent.

3.4. City shall pay Employee compensation of \$6,785.00 per month. Employee's compensation may be increased upon each anniversary of employment, or sooner, following review of Employee's performance, by mutual written consent. The parties expressly agree that Employee shall not be entitled to any other benefits or compensation except as expressly set forth herein.

3.5. Either party has the right to terminate this Agreement, with or without cause, prior to the expiration of its term upon 7 days' prior written notice or pay in lieu thereof. Such a termination shall be without right of appeal, grievance or hearing.

3.6. Nothing herein shall be deemed to excuse a breach by Employee of any provision of this Agreement, or to provide to Employee any compensation or remedy other than termination of this Agreement should such breach by Employee occur.

3.7. Employee shall have the use of a City vehicle provided at City expense to assist him in executing his duties for the City during the term of this Agreement.

3.8. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by the City and contains

all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, 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.

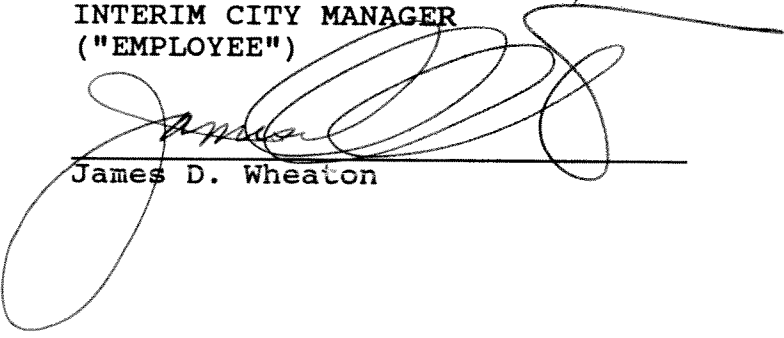
3.9. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

Dated this 2nd day of October, 1990.

CITY OF REDLANDS
("CITY")

By: 

INTERIM CITY MANAGER
("EMPLOYEE")


James D. Wheaton