

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement and Release Agreement (the "Agreement") is made and entered into this 3/5th day of March, 1995 (the "Effective Date"), by and between the City of Redlands, a municipal corporation, ("Redlands"), Gary M. Luebbers ("Mr. Luebbers"), Marjorie E. Pettus ("Ms. Pettus"), and Daniel J. Rodriguez ("Mr. Rodriguez").

RECITALS

Whereas, on or about July, 1994, and in conjunction with the adoption of its fiscal year 1994-1995 budget, Redlands caused the reorganization of its Community Services Department; and

Whereas, on the date of the Department reorganization, Mr. Rodriguez was employed by Redlands as its Community Services Director; and

Whereas, subsequent to the Department reorganization, Mr. Rodriguez accepted the position of Joslyn Senior Center Manager with Redlands' Administrative Services Department; and

Whereas, on or about December 1, 1994, Mr. Rodriguez filed a "claim" with Redlands for damages allegedly caused by Redlands, Mr. Luebbers and Ms. Pettus for unlawful employment practices including, but not limited to discrimination, breach of the implied-in-fact contract of employment, breach of the implied covenant of good faith and fair dealing, and intentional and negligent infliction of emotional distress; and

Whereas, Redlands, Mr. Luebbers, Ms. Pettus and Mr. Rodriguez now desire to resolve and settle all present and past controversies, claims, causes of action and purported causes of action, both existing and potential, arising between the parties as a result of Redlands' reorganization of its Community Services Department and Mr. Rodriguez' claim; and

Whereas, this Agreement is a compromise of the claims and liabilities alleged by the parties hereto and shall never be treated as an admission of liability by any of the parties hereto for any purpose;

Now therefore, in consideration of the mutual consideration of the actual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands, Gary M. Luebbers, Marjorie E. Pettus and Daniel J. Rodriguez agree as follows:

AGREEMENT

1. Reassignment of Mr. Rodriguez

Upon the Effective Date of this Agreement, Mr. Rodriguez shall be reassigned to the Redlands Public Works Department and shall work under the direct supervision of the Public Works Director. Notwithstanding any other provision of this Agreement, neither this Agreement nor any provision of this Agreement shall be construed as creating an employment contract between Redlands and Mr. Rodriguez. It is the express intent, understanding and agreement of the parties hereto that such reassignment shall afford Mr. Rodriguez no greater or lesser employment rights than Mr. Rodriguez enjoyed prior to the execution of this Agreement. With regard to his reassignment, Mr. Rodriguez shall not serve any probationary period, and Mr. Rodriguez shall commence such employment with the title of Administrative Analyst. Mr. Rodriguez's duties and job description as Administrative Analyst shall be as described in Exhibit "A" which is attached to this Agreement and incorporated herein by this reference. Redlands may increase, modify, decrease or eliminate the duties and/or job description of Mr. Rodriguez in a manner consistent with Redlands' procedures for increasing, modifying, decreasing or eliminating duties and/or job descriptions of other Redlands' employees. For all purposes under this Agreement, Mr. Rodriguez shall be considered an employee of Redlands having the same rights, obligations and duties, and shall be subject to the same laws, rules and regulations as other employees of Redlands.

2. Compensation for Additional Duties.

Upon the Effective Date of this Agreement, Mr. Rodriguez shall be compensated for his employment as Administrative Analyst at the range of 49.5, Step E, as set forth in Redlands' Salary Resolution. Such compensation may be subsequently increased or decreased by Redlands in a manner consistent with Redlands' procedures for increasing or decreasing compensation of other Redlands employees.

3. Performance Appraisal.

The six month performance appraisal prepared for Mr. Rodriguez in his capacity as Joslyn Senior Center Manager and dated November 28, 1994 shall be deleted from the personnel file of Mr. Rodriguez and shall be considered null and of no effect.

4. Rodriguez Release

In consideration of the actions to be taken by Redlands, Mr. Luebbers and Ms. Pettus pursuant to this Agreement, Mr. Rodriguez does hereby release, hold harmless and forever discharge the City of Redlands, Mr. Luebbers and Ms. Pettus, and, as applicable, their respective City Councilmembers, employees, attorneys, agents, heirs, successors and assigns of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature, character and description, known or unknown, which Mr. Rodriguez owns or holds or has at any time heretofore owned or held, or may at any time own or hold, by reason of any manner,

cause or thing whatsoever that occurred or was done, omitted or suffered to be done prior to the Effective Date of this Agreement, including, without limiting the generality of the foregoing, all claims and causes of action currently pending by Mr. Rodriguez against Redlands, Mr. Luebbbers and Ms. Pettus with respect to the matters that are the subject of this Agreement.

5. Redlands Release.

In consideration of the actions to be taken by Mr. Rodriguez pursuant to this Agreement, Redlands, Mr. Luebbbers and Ms. Pettus do hereby release, hold harmless and forever discharge Mr. Rodriguez and his respective spouses, heirs, executors and assigns of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character and description, known or unknown, which Redlands, Mr. Luebbbers and Ms. Pettus own or hold or have at any time heretofore owned or held or may at any time own or hold, by reason of any manner, cause or thing whatsoever that occurred or was done, omitted or suffered to be done prior to the Effective Date of this Agreement, including, without limiting the generality of the foregoing, all claims and causes of action currently pending by Redlands, Mr. Luebbbers and Ms. Pettus against Mr. Rodriguez with respect to the matters that are the subject of this Agreement.

6. Waiver.

Except as otherwise provided in this Agreement, it is the intention of Redlands, Mr. Luebbbers, Ms. Pettus and Mr. Rodriguez that the releases entered into by them shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, to be so barred; in furtherance of which intention Redlands, Mr. Luebbbers, Ms. Pettus and Mr. Rodriguez, individually and collectively, hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution of the release, which if known by him must have materially affected his settlement with the debtor."

Redlands, Mr. Luebbbers, Ms. Pettus and Mr. Rodriguez hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. The parties individually and collectively, assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

7. No Admission of Liability.

All parties to this Agreement acknowledge that they have relied wholly upon their own individual judgment, belief and knowledge of the existence, nature and extent of each claim, demand or cause of action that they may have against the other party hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand or cause of action made by any other party hereto. The parties acknowledge that this Agreement is intended to settle certain disputes between the parties and to avoid the expense and time of litigation. Neither the execution of this Agreement nor the performance of the terms hereof shall be deemed or construed to be an admission by such party or establish any fault or liability in connection with any matter or thing by either party.

8. Costs and Fees.

The parties hereto shall bear their own attorneys' fees, expenses and costs incurred in connection with the disputes arising out of, relating to or connected with matters which are the subject of this Agreement and/or the preparation of this Agreement. In the event either party to this Agreement files an action to enforce or interpret the terms hereof, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, including expert witness fees and costs.

9. Entire Agreement.

This Agreement comprises the entire understanding between the parties concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written and oral. There are no other contracts, understandings, representations or warranties made by any party to this Agreement except as expressly contained in this Agreement.

10. Interpretation.

This Agreement is to be construed fairly and not in favor of, or against, any party regardless of which party drafted or participated in the drafting of its terms. It is acknowledged that all parties have had an opportunity to consult with their lawyers concerning the terms and conditions of this Agreement. As a result, this Agreement shall be deemed to have been drafted by all parties hereto and no party shall urge otherwise. No representation, warranty or guarantee, express or implied, has been made by Redlands or its counsel regarding the tax effect of the transactions contemplated by this Agreement.

11. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, agents, representatives, successors and assigns.

12. Counterparts.

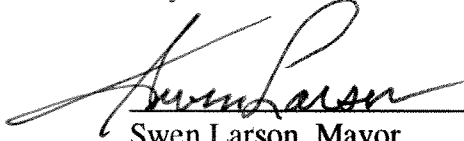
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same document.

13. Governing Law.

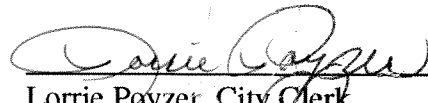
This Agreement and any of the documents referred to herein, shall in all respects be enforced and governed by, and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

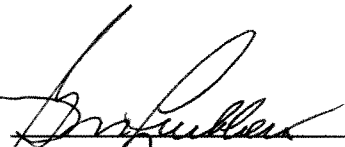
City of Redlands

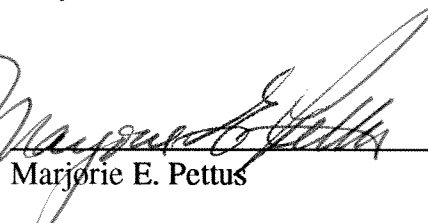

Swen Larson, Mayor

Attest:


Lorrie Poyzer, City Clerk


Daniel J. Rodriguez


Gary M. Luebbers


Marjorie E. Pettus

ADMINISTRATIVE ANALYST

DEFINITION

This is a responsible professional administrative staff member who assists a key executive or department head in general or specific areas of assignment. Under supervision, this position is responsible for providing assistance in carrying out special projects, supervising or coordinating specific programs and attending to administrative details. Work requires the exercise of some independent judgement and the application of knowledge of municipal organization and programs in meeting a wide variety of work problems involving continual public and inter-governmental relations. Work includes a wide variety of tasks designed to relieve the key executive or department head of details by review of materials, assembly of factual information and the transmittal and interpretation of management actions. Work may require the staff member to assume day to day responsibility for one or more special functions such as personnel, community relations or budget. Work is reviewed for effectiveness by observation, conference and the analysis of reports.

TYPICAL EXAMPLES OF WORK

Conducts assigned research, procedural and administrative work or studies; prepares reports containing proposed or recommended solutions or courses of action, represents a key executive or department head as delegated in dealing with departmental officials; relays instructions and information. Participates in budget reviews and the development of departmental budgets; compiles summary tables and computations; attends budget review meetings; follows up on assignments to determine progress or the extent of completion; prepares progress and periodic reports, confers with persons requesting service or making complaints, in person or by telephone; investigates circumstances and disposes of cases in accordance with established policies and regulations, or recommends appropriate actions; performs all work related duties as required.

QUALIFICATIONS, SKILLS AND ABILITIES

Minimum: Graduation from college with a bachelor's degree in public administration, business administration or related field; one year of professional work experience; knowledge of the principles, practices and techniques of public administration, knowledge of the organizations and functions of municipal government, principles, practices and equipment of modern information systems and office management. Knowledge of current developments and trends in municipal management and inter-governmental relations; ability to assemble, organize and present in oral and written form statistical, financial and factual information derived from a variety of original and secondary sources; ability to establish and maintain effective working relationships with city officials, employees at all levels and with the public. Possession of a valid California vehicle operator's license.

Desirable: Graduation from college with a master's degree in public administration or related field; experience in municipal administrative work.