

**EMPLOYMENT AGREEMENT
ADMINISTRATIVE SERVICES OFFICER**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Angels, a California municipal corporation (“City”), and Haley Bugarin, an individual (“Employee”). City and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

A. The City Administrator is authorized to select and recommend City staff appointments to the City of Angels Camp City Council (“City Council”) pursuant to City of Angels Camp Municipal Code (“Municipal Code”) section 2.08.070.

B. The City Administrator has evaluated the Employee’s knowledge, experience, and administrative skills and, based on such evaluation, recommends to the City Council that the Employee be appointed as the City’s Administrative Services Officer pursuant to the terms of this Agreement.

C. The Parties agree that this Agreement constitutes the entire understanding between them regarding the Employee’s employment as the City’s Administrative Services Officer.

D. The Parties desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code sections 53260 and 36506.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 14 of this Agreement, Sections 1 through 14 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the City and Employee (“Effective Date”).

Section 3. Appointment, Duties, and Term.

3.1. Appointment of Administrative Services Officer and Duties. Commencing March 9, 2026 or as soon thereafter as practicable (the “Start Date”), Employee shall serve as the City’s Administrative Services Officer and shall have the powers, duties, and responsibilities set forth in the City of Angels Camp Municipal Code, California law, City resolutions, the Administrative Services Officer Job Description attached hereto as Exhibit A, the City Personnel Rules (as may be amended), and any other duties the City Administrator may assign. Employee

Section 4. At-Will Employment.

4.1. At Will. Employee is an at-will employee serving at the pleasure of the City Council, with no fixed term of employment, as provided in Government Code section 36506. Accordingly, either the City or Employee may terminate Employee's employment and this Agreement at any time, with or without cause. Employee shall be entitled to Severance Pay, as defined in Section 6.3 of this Agreement, only if terminated by the City without Good Cause, as defined in Section 6.

4.2. No Property Right in Employment. Employee understands and agrees that her employment is governed solely by this Agreement and the applicable Memorandum of Understanding ("MOU"). Employee further acknowledges that this Agreement does not confer any right to employment for a specific term and that she is not entitled to pre- or post-termination due process for any disciplinary action, including termination, under the City's personnel policies, regulations, ordinances, rules, or the MOU.

Section 5. Compensation and Evaluations.

5.1. Base Salary. City agrees to pay Employee an annual salary ("Base Salary"), as set by the City's current Salary Plan at Administrative Services Officer, Step 4, in the amount of One Hundred Thousand Nine Hundred Sixty-Three Dollars and Twenty Cents (\$100,963.20). Employee's Base Salary shall be payable in installments at the same time that the other City employees are paid.

5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be proportionally reduced if the City Council implements an unpaid Mandatory Furlough Plan applicable to other similarly situated full-time exempt employees as a budgetary measure.

5.3. Review and Evaluation. The City Administrator may review and evaluate Employee's performance as Administrative Services Officer on an annual basis and provide a written performance review. Such evaluations are generally conducted in the month preceding Employee's anniversary date, or at the City Administrator's discretion.

5.4. Benefits. Employee shall be entitled to participate in the City's medical, dental, and vision insurance coverage. Unless otherwise specified in this Agreement, the City shall provide such coverage on the same terms and conditions as similarly situated employees, and in accordance with applicable provisions of City Personnel Rules and/or the City of Angels Exempt Employee Memorandum of Understanding attached hereto as Exhibit B. Employee acknowledges that plans, level of benefits, and premiums paid by the City may be subject to change and that benefits under this Agreement as set forth in the MOU may be modified. In the event a successor MOU includes a change to any of the sections enumerated above, the City Council shall, in its discretion, determine the extent to which such changes are applicable to Employee.

5.5. Longevity Pay. Employee may be eligible for longevity pay upon completion of ten (10) years of service with the City. Longevity pay shall equal two and one-half percent (2.5%) of the Employee's Base Salary and will be included in Employee's regular paycheck.

force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and benefit amounts accrued and owing under this Agreement.

6.2. Termination by City Administrator. City and Employee intend that the provisions of Section 6 of this Agreement shall govern the process for terminating Employee's employment. Accordingly, the Parties hereby voluntarily waive any and all provisions of the Municipal Code relating to removal or dismissal of Employee, and agree that Section 6 of this Agreement shall control the termination of Employee's employment.

The City Administrator may terminate this Agreement and remove Employee from her position as Administrative Services Officer at any time, with or without cause and with or without prior notice. If Employee is terminated based on charges that publicly stigmatize her reputation, impair her ability to earn a living, or could otherwise damage her standing in the community, Employee may, within five (5) business days of receiving notice of termination, submit a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 349, and its progeny) before City Council in closed session, if permitted by law. The purpose of the hearing shall be solely to provide Employee the opportunity to clear her name. City Council may determine whether the allegations contained in the notice are substantiated and may issue a decision reflecting that Employee's termination was without fault. Such a decision shall not require reinstatement of Employee to her position. Any hearing requested by Employee shall take place at a regularly scheduled City Council meeting and held in accordance with the City's standard practice and the Government Code.

6.3. Termination Without Good Cause/Severance. If City terminates Employee's employment and this Agreement without Good Cause, as defined in Paragraph 6.5 below, and while Employee is ready, willing, and able to perform her duties, City shall pay Employee a sum equal to one (1) month's Base Salary ("Severance"). Such Severance is subject to the restrictions of Government Code section 53260. Severance shall be paid through City's normal payroll procedures unless the Parties agree otherwise.

Any cash settlement related to the termination of this Agreement that Employee receives from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of Employee's office or position while employed by City, in accordance with Government Code section 53243.2..

In the event City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at Employee's cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

6.4. Termination for Good Cause. If Employee is terminated for Good Cause, as defined in Paragraph 6.5 below, Employee shall not be entitled to any severance. City shall have no obligation to Employee beyond the payment of all wages, including accrued and unused vacation for all hours worked through Employee's last day of employment, and any other obligations that City may be required to provide under federal or state law.

6.5. Good Cause - Defined.

Section 7. Indemnification. City shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Administrative Services Officer in accordance with California's Tort Claims Act (Government Code section 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995 through 996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.4.

Section 8. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Angels
 ATTN: City Administrator
 200 Monte Verde Street, Ste. B
 Angels Camp, California 95222

and White Brenner LLP
 ATTN: Douglas L. White
 1608 T Street
 Sacramento, California 95811

of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Calaveras.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret Sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

City of Angels Camp, a California
Municipal Corporation

By: _____
Steve Williams
Interim City Administrator

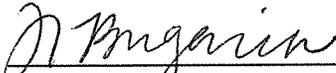
Date: _____

By: _____
Douglas White, City Attorney

Date: _____

EMPLOYEE:

Haley Bugarin



Haley Bugarin

Date: 02/24/2020

Exhibit B
City of Angels Exempt Employee MOU
2024-2027