

**City of Angels/Angels Police Association
Side Letter Agreement/Recruiting and Appreciation Retention Bonuses**

EXHIBIT C

**CITY OF ANGELS
POLICE OFFICER
APPRECIATION AND RETENTION BONUS AGREEMENT**

THIS APPRECIATION AND RETENTION BONUS AGREEMENT (“Agreement”) is made and entered into this [DATE], by and between the City of Angels, a municipal corporation (“City”) and [NAME OF EMPLOYEE] (“Employee”), an individual. 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 Council authorized a one-time bonus to be paid to currently employed eligible officers (those with at least one (1) year of continuous employment with the Department as of February 18, 2025) in appreciation of and as an incentive to continue to serve the citizens of the City, to be based on years of continuous service.
- B. Employee began employment with City on [DATE] and has continuously served as an active-duty, full-time police officer with the City of Angles Police Department (“Department”) for one (1) or more years.
- C. In appreciation for Employee’s service and loyalty to the Department, and as an incentive to encourage Employee to continue to remain satisfactorily employed in the Department, City has offered to tender Employee a Lateral Police Officer Appreciation and Retention Bonus (“Bonus”).

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

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 13 of this Agreement, Sections 1 through 13 will prevail.

Section 2. City’s Obligations.

2.1. City, acting through the Department, has agreed to tender a one-time bonus to officers who have been continually employed as active duty, full-time officers with the Department for at least one year as of February 18, 2025. Levels of payment will be based on length of continuous service as of February 18, 2025, as follows:

[Name of Employee]

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Years of Continuous Service	Bonus Amount
Level One: One (1) through Five (5) years	Three Thousand Dollars (\$3,000.00)
Level Two: Six (6) through Ten (10) years	Five Thousand Dollars (\$5,000.00)
Level Three: Over Ten (10) years	Seven Thousand Dollars (\$7,000.00)

2.2 Based on Employee's hire date, Employee is eligible for a Level [One, Two or Three] Bonus and shall be the gross amount of [indicate correct amount: Three Thousand Dollars (\$3,000.00) or Five Thousand Dollars (\$5,000.00) or Seven Thousand Dollars (\$7,000.000)] Bonuses shall be paid on the first regular payday following ratification and approval of the Side Letter Agreement/Recruiting and Appreciation Retention Bonuses between the City and the Angels Police Officers Association.

2.3. Employee understands that City will make all required federal and state tax deductions and will report all payments made under this Agreement as income subject to statutory deductions as required by federal and state law and as reported on the Employee's Form W-2. The bonus is not considered Base Salary, as set forth in the applicable Memorandum of Understanding ("MOU") or the City's Personnel Rules or any other applicable policy or practice and shall not be included for purposes of retirement benefit calculations or salary increases where applicable.

Section 3. Employee's Obligations.

3.1. Employee acknowledges and understands that Employee will be entitled to the bonus payment as provided in Section 2.1, provided only that Employee 1) has maintained a rating of "Meets Standards" or "Satisfactory" or above in Employee's annual performance reviews; 2) is not on any form of performance improvement plan at the time the payment is due; and 3) has not been subject to discipline within three (3) months prior to time the payment is due.

3.2. Employee understands and agrees that any tax consequences to Employee resulting from the receipt of the Sign-On Bonus, or any portion thereof, will be the sole and exclusive responsibility of the Employee.

Section 4. Agreement Provisions.

4.1. Complete Agreement. This is the entire Agreement between the City and Employee concerning the Bonus and supersedes any City policy, regulation, ordinance, or MOU relating to bonuses. In deciding to sign this Agreement, Employee is not relying on any statements or promises except those found in this Agreement. This Agreement replaces any prior agreements between the City and Employee dealing with the same subject.

4.2. Severability. In the event that any one (1) or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or

[Name of Employee]

Appreciation and Retention Bonus Agreement

200 Monte Verde Street, Suite B
Angels Camp, CA 95222

With courtesy copy to: White Brenner LLP
1608 T Street
Sacramento, CA 95811
ATTN: Douglas L. White

Section 6. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 7. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 8. Strict Interpretation. This Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against either Party.

Section 9. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver 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.

Section 10. 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 attorneys' 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.

Section 11. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

[Name of Employee]

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Section 13. Venue. The venue for all legal proceedings shall be the Superior Court for the County of Calaveras in the State of California.

IT IS SO AGREED.

IN WITNESS THEREOF:

Employee

Date

Chief of Police

Date

City Administrator

Date

[Name of Employee]

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