

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

EXHIBIT A

**CITY OF ANGELS
ENTRY LEVEL POLICE OFFICER RECRUIT
SIGN-ON BONUS AGREEMENT**

THIS SIGN-ON 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. Employee has accepted an offer of employment with the City of Angels Police Department ("Department") and meets the City's minimum requirements for employment as an Entry Level Police Officer.
- B. The City has offered to tender Employee an Entry Level Police Officer Recruit Sign-On Bonus ("Sign-On Bonus") as an incentive for Employee to accept employment with City and to remain satisfactorily employed in the Department for at least five (5) years.
- C. Employee acknowledges that acceptance of the Sign-On Bonus is voluntary and not a condition of employment with the City.
- D. Employee recognizes and agrees that the City and the Department invest significant financial and human resources in onboarding and training new employees and, if Employee does not remain a City employee for at least five (5) years, much of that investment will be lost.

NOW, THEREFORE, in consideration of the mutual promised made between the Parties, and the resulting 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, agrees to bestow upon Employee the amount of Fifteen Thousand Dollars (\$15,000.00) as a Sign-On Bonus in exchange for the Employee accepting City's offer of employment and remaining satisfactorily employed for a period of five (5) years (60 months), as set forth in the Agreement.

[Name of Employee]

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Provided Employee has complied with Employee's obligations under this Agreement, the Sign-On Bonus amount shall be paid in installments directly to Employee via regular payroll check on the first regular City payday following each event listed below:

- Installment 1 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) after Employee's completion of Employee's first day of work as an Entry Level Police Officer with the Department.
- Installment 2 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon successful completion of twenty-four (24) months of continuous employment and receipt of a satisfactory two-year performance review
- Installment 3 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of thirty-six (36) months of continuous employment and receipt of a satisfactory three-year performance review.
- Installment 4 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of forty-eight (48) months of continuous employment and receipt of a satisfactory four-year performance review
- Installment 5 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of sixty (60) months of continuous employment and receipt of a satisfactory five -year performance review.

2.2 City and Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to Employee.

2.3 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 Sign-On 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.

3.2 Employee acknowledges and understands that Employee will be entitled to the Sign-On Bonus payments 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; 3) has not been subject to discipline within three (3) months prior to time the payment is due; and 4) has been continuously employed and actively working as a police officer with the City on a regular full time basis from Employee's hire date through the date the installment payment is due. Employee further acknowledges and agrees that each installment of the Sign-On Bonus is paid to Employee as incentive for Employee's continued employment as set forth in this Agreement.

3.3 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 Sign-On Bonus and supersedes any City policy, regulation, ordinance or MOU relating to sign on 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 sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

4.3. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the Parties.

4.4. 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.

4.5. Inadmissibility. This Agreement and each of its provisions, terms, and conditions are and shall continue to be inadmissible in any action or proceeding, other than an action or proceeding to construe or enforce any of the provisions, terms, or conditions of this Agreement.

Section 5. Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by email (with original forwarded by regular U.S. Mail), 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. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received.

Notices transmitted by facsimile or email 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 Employee: ATTN: [Name and Address of Employee]

Cc: w/home address on file

If to City: City of Angels
ATTN: City Administrator
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

[Name of Employee]

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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.

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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