

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 5th day of May 2026, by and between the City of Angels Camp, a municipal corporation (“City”), and Steven R Poortinga, an individual (“Employee”). The 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 and an appointed evaluation committee have evaluated Employee’s knowledge, experience, administrative skills, and ability to serve as the Police Chief and recommends to City Council that Employee be appointed as the Police Chief, pursuant to the terms of this Agreement.
- C. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Police Chief.
- D. The Parties’ desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

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:

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 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the City and Employee (May 5, 2026).

Section 3. Appointment of Police Chief, Duties, and Term.

Section 3.1. Education Requirement. Employee represents he has obtained POST Intermediate and Advanced Certificates and is otherwise qualified to serve as the City’s Police Chief.

Section 3.2. Appointment of Police Chief Officer and Duties. Employee shall serve as the Police Chief for the City, and shall be vested with the powers, duties, and responsibilities as set forth in the City Code, California law, City ordinances and resolutions, the Police Chief job description, and any such other duties and functions as the City Administrator may from time-to-time assign to Employee. Employee accepts employment pursuant to the terms of this Agreement.

Section 3.3. Secondary Employment/Conflict of Interest. Employee agrees to devote all of his productive time, ability, and attention to the City's business to the extent necessary to perform his duties and responsibilities in a manner satisfactory to City. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Administrator in writing if Employee accepts secondary employment, so City may determine whether there is the appearance of or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as she may see fit and further provided that such volunteer services shall not interfere with his duties as Police Officer.

Section 3.4. Exempt Employee. The Police Chief agrees to devote that amount of time and energy which is reasonable necessary for the Police Chief to faithfully perform the duties of Police Chief and supervision of the Police Department under this Contract. A work week shall consist of a minimum of forty (40) hours, however, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked over forty (40) hours, which are necessary to fulfill the duties of the Police Chief position, unless otherwise provided in this Agreement.

Section 3.5. Duties/Schedule. Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Police Chief position may include frequent attendance at evening meetings and irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Administrator recognize that the Police Chief must devote a great deal of his time outside normal office hours to the business of the City and, to that end, employee will be allowed to take Management Leave in accordance with Section 5.9 during general business hours, upon approval of the City Administrator.

As Police Chief, Employee's initial duties shall be as shown in the job description attached as Exhibit A. Employee shall perform Employee's duties under this Agreement pursuant to the laws of the State of California and applicable City Municipal Code, ordinances, and resolutions. Employee understands that Employee's duties may be amended from time to time by City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties or position shall otherwise change or revoke any other provision of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules and regulations as may be hereafter implemented and called to his notice and will faithfully observe and abide by the same. No such policy, rule or regulation shall alter, modify or revoke Employee's status as an at-will employee or any other provision of this Agreement.

Section 3.6. Term. The term of this Agreement shall be for one (1) year from the Effective Date ("Term") subject to Section 4 of this Agreement. The City Administrator, in his or his sole discretion, may extend the Term from time to time in increments of at least one (1) year. No later than three (3) months prior to the expiration of the Term, the City Administrator shall provide written notice to Employee as to whether the City Administrator intends to extend the Term. Termination of this Agreement shall be in accordance with Section 6 below. If no notice is provided to terminate the Agreement, then the Agreement shall continue in effect for an additional one-year term.

Section 4. At-Will Employment.

4.1. At Will. Employee is an at-will employee serving at the pleasure of the City Council and City Administrator, 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. Only if Employee is terminated by City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

4.2. No Property Right in Employment. Employee acknowledges and agrees that the terms and conditions of employment are governed exclusively by this Agreement. Employee further understands and agrees that nothing in this Agreement shall be construed to confer a right to employment for any specified term or to create any property interest in continued employment. Accordingly, Employee acknowledges that he is not entitled to notice, a hearing, or other procedural due process protections in connection with any disciplinary action, up to and including termination, under the City's personnel policies and rules, the California Government Code, or any other applicable law, regulation, or authority.

Section 5. Compensation and Evaluations.

Section 5.1. Base Salary. City agrees to pay Employee an annual salary of one hundred thirty-five thousand, nine hundred sixty-nine dollars (\$135,969.60) ("Base Salary"), payable in installments at the same time the other City employees are paid. Employee shall be eligible for cost of living and discretionary salary increases under the same terms and conditions as other similarly situated employees, in accordance with the Exempt Employees' Memorandum of Understanding and any applicable provisions of City personnel policies, rules and regulations.

Section 5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council’s adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 5.3. Review and Evaluation. The City Administrator agrees to review and evaluate Employee’s performance of his duties as Police Chief, pursuant to the terms of this Agreement (“Review and Evaluation”), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall generally be conducted each year in the month prior to Employee’s anniversary date, or at the City Administrator’s discretion.

Section 5.4. Benefits. Employee shall be entitled to participate in medical, dental and vision insurance coverage provided by the California Public Employees Retirement System (CalPERS). Unless otherwise specified in this Agreement, the City shall provide such coverage on the same terms and conditions set forth in the Exempt Employees’ Memorandum of Understanding applicable at the time coverage is provided, and in accordance with any applicable provisions of City personnel policies, rules and regulations. Employee acknowledges that the level of benefits and portion of premiums paid by the City may be subject to change. City will endeavor to provide Employee no less than thirty (30) days’ notice of new medical benefit program and costs.

Section 5.5. Longevity Pay. Employee’s longevity pay shall be based on a total of 15 years of credited service for the City, as recognized for longevity pay purposes, and shall be administered in accordance with the Exempt Employees’ Memorandum of Understanding (“MOU”). Employee shall continue to be eligible for and receive longevity pay increases in accordance with the terms and conditions of the applicable MOU, as it may be amended, superseded, or replaced from time to time.

Section 5.6. Retirement. The City participates in the California Public employees’ Retirement System (“CalPERS”). CalPERS has determined that Employee is classified as a “Classic Member” (i.e. not a “New Member” as defined under Government Code section 7522.04) and is designated as a safety member. Employee shall contribute to CalPERS in accordance with the applicable contribution rate and retirement tier associated with such classification. City will pay 100% of the employer contribution. Employee will pay 100% of the employee contribution.

Section 5.7. Vacation. Employee shall be entitled to annual vacation leave with pay according to the number of full years of continuous employment, based on the following table. Accrual in the first year starts at day one of employment until the completion of each year.

Years of Service	Annual Accrual
First through Fifth	80 hours
Sixth through Tenth	120 hours
Eleventh and Beyond	
11 Years	128 hours
12 Years	136 hours

13 Years	144 hours
14 years	152 hours
15 years and beyond	160 hours

Vacation shall accrue and be administered in accordance with the Exempt Employees' Memorandum of Understanding, as it may be amended, superseded, or replaced from time to time, and shall be subject to a maximum accrual cap of one hundred fifty percent (150%) of the employee's annual vacation accrual rate. Once that maximum 150% accrual cap is reached, no additional vacation shall accrue until such time as the Employee's accrued vacation balance is reduced below the applicable minimum.

The employee may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, in the City Administrator's sole discretion, the City's business needs, and financial abilities allow. Vacation cash-out shall be administered in accordance with IRS regulations (Regs. Sec. 1.451-2(a)).

Section 5.8. Sick Leave. Employee shall earn sick leave at the rate of one (1) day, or eight (8) hours, for each month of service. Accrual of sick leave shall begin on the first day of the first full month of employment. Employee may be required by the City Administrator to bring a note by a medical provider stating the cause of absence if the sick leave exceeds three (3) days. Employee shall not accrue more than ninety (90) days, or seven hundred and twenty (720) hours, of sick leave. Unused sick leave shall not be cashed out. Unless otherwise specified in this Agreement, the accrual and use of sick leave shall be administered in accordance with the MOU and any applicable City personnel rules, policies and regulations.

Section 5.9. Administrative/Management Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business as the Police Chief. To that end, Employee receive shall fifteen (15) days, or one hundred and twenty (120) hours, of management leave ("Management Leave") at the beginning of each fiscal year to be used as needed, upon approval of the City Administrator. Unless otherwise specified in this Agreement, the accrual and use of Management Leave shall be administered in accordance with the Exempt Employee's Memorandum of Understanding and any applicable City personnel rules, policies and regulations. In the first year of this Agreement, Employee will be credited with a prorated portion of Management Leave for the remainder of the fiscal year. Any unused Management Leave expires on June 30 of each fiscal year and shall not be carried over from year to year.

Section 5.10. Holidays. Employee shall be entitled to observe, with pay, the fourteen (14) observed City holidays. Authorized holidays are as follows:

1. New Year's Day	January 1
2. Martin Luther King	3 rd Monday in January
3. Washington's Birthday	3 rd Monday in February
4. Memorial Day	Last Mon. in May
5. Independence Day	July 4
6. Labor Day	1 st Mon. in Sep.

7. Columbus Day	2 nd Mon. in Oct.
8. Veterans Day	November 11
9. Thanksgiving Day	November, as designated
10. Day after Thanksgiving	November, as designated
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day **	**In lieu of Election Day
14. Juneteenth	June 19

Unless otherwise specified in this Agreement, the accrual and use of holiday pay shall be administered in accordance with The Exempt Employees' Memorandum of Understanding and any applicable City personnel rules, policies and regulations.

Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.

When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday. If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday, not a vacation day.

Section 5.11. Vehicle and Equipment. The City will provide Employee with a patrol vehicle to be used for City-related business and will cover the costs and expenses associated with said vehicle. The City will also provide Employee with all gear and equipment necessary for Employee to perform his duties, as determined by the City.

Section 5.12. Uniforms. The Police Chief shall be entitled to a uniform allowance of \$1,500 annually for the purchase and maintenance of uniforms. A lump sum for uniforms will be paid twice per year, the first pay period of November and the first pay period of June. The uniform allowance shall be taxed as required by law; however, employees may submit valid receipts for uniform purchases prior to the allowance being paid to eliminate taxation of this benefit. If receipts are submitted and the amount is provided as a reimbursement to the employee, CalPERS pension contributions will not be calculated on the reimbursement amount.

Section 5.13. Safety Equipment. The City shall furnish all safety equipment as required by law. All equipment entrusted to this employee shall be maintained in a reasonable and prudent manner.

Section 5.14. Insurance. The City shall provide Employee insurance in accordance with Section 21(B) of the Exempt Employees' Memorandum of Understanding.

Section 5.15 Certificate, Licenses & Education Employees who obtain degrees, licenses, certifications, permits and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to

their base salary. Request shall include a curriculum or description of studies or scope of testing. Employees already possessing such credential shall submit in writing their request in the same manner as above.

Incentive pay guidelines are as follows:

General Guidelines:

All education and certifications are cumulative, up to a maximum of 12.5%.

60 Units or equivalent or an A.A. degree = 2.5%

120 units or equivalent or B.S. degree = 2.5%

180 units or equivalent or Masters 2.5%

POST Executive Certificate= 2.5%

Section 6. Termination of Employment and Severance.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide three (3) months advanced written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and other compensation due and owing under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by City Administrator. The City Administrator may terminate this Agreement and remove Employee from his position as Police Chief at any time with or without cause and with or without notice. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs his ability to earn a living, or might damage his standing in a community, Employee may, within five (5) business days of the City Administrator's notice to Employee of his or his intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 at its progeny) before the City Council in closed session. The "name-clearing" hearing is solely to provide Employee the opportunity to clear his name. The City Council may determine whether the allegations contained in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to his position. In the event Employee does not request a "name-clearing" hearing before the City Council, the City Administrator's decision to terminate will be effective by the close of business on the fifth (5th) day after the City Administrator provided notice to Employee of his or his intent to terminate his employment. In the event the City terminates this

Agreement and Employee's employment, Employee shall be entitled to continued medical and dental benefits at his own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 6.3. Termination Without Good Cause. In the event the City terminates Employee's employment and this Agreement without Good Cause, as defined in Section 6.4, below, the City shall pay Employee a sum equal to nine (9) month's Base Salary ("Severance") if Employee's termination date is within the first year of employment. The City shall pay Employee a sum equal to six (6) month's Base Salary ("Severance") if Employee's termination date is after the first year of employment. Such Severance is subject to the restrictions of Government Code section 53260 which states that the Severance amount shall not be more than the monthly Base Salary of the employee multiplied by the number of months left on the unexpired term of the contract. Any severance payment received by Employee shall be reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with City pursuant to Government Code section 53243.2. The City has the option to pay the Severance to the Employee in monthly installments following the Employee's termination.

Section 6.4. Termination for Good Cause. The City may at any time immediately terminate this Agreement and Employee's employment for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Dishonesty;
7. Failure to perform Employee's duties to the standard set by the City,
8. Any conduct which violates the applicable provisions of the City's personnel policies, rules or regulations for which a City employee may be terminated;

9. Repeated and protracted unexcused absences from the Police Chief's office and duties;
10. Willful destruction or misuse of City property;
11. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation whether during or outside business hours;
12. Willful violation of federal, state, or City discrimination laws;
13. Being under the influence of alcohol or narcotics (for which the employee does not have a valid medical prescription) while on duty;
14. Substance abuse which adversely affects performance of Employee's duties as Police Chief;
15. Discourteous treatment of the public or other employees;
16. Refusal to take or subscribe any oath or affirmation which is required by law;
17. Employee's disability resulting in his or his inability to perform the essential functions of his job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations; or
18. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests

The City Administrator may also place Employee on paid or unpaid investigatory leave during the Term of this Agreement.

Section 6.5 City's Election of Demotion in Lieu of Termination Without Good Cause. At the City's sole discretion, the City may choose to demote Employee to Sergeant in lieu of terminating Employee and paying Employee Severance, provided that there is a vacant position available for which he is qualified, and it is in the best interest of the City.

Section 7. Indemnification. The 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 Police Chief in accordance with the California Government Claims Act (Government Code section 810 *et seq.*) and shall provide a defense to Employee in accordance with Government Code sections 995-996.6. 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, the City's duty to defend and indemnify Employee shall be contingent upon Employee's

Angels Camp, CA 95222

and

White Brenner
Attn: Douglas L. White
1608 T Street
Sacramento, CA 95811

If to Employee:

City of Angels Camp
Attn: _____
P.O. Box 667
200 Monte Verda St
Angels Camp, CA 95222
Copy sent to employee's home address

In the event Employee is placed on administrative leave, relieved of duty, or placed on extended leave, notice shall be deemed sufficient if provided to Employee's personal email address on file with the City.

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. 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 that 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, neither 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.

10.5. 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.

10.6. 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.

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

10.8. 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.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an 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 in and for the County of Calaveras in the State of California.

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 municipal corporation
of the State of California

By: _____
Michael R Hodson, City Administrator

EMPLOYEE:

By:  _____
Steven R Poortinga, an individual

Date Signed: _____

Date Signed: 5/1/26

By: _____
Haley Bugarin, City Clerk

Date Signed: _____

Approved as to Form and Content:

By: _____
William Creger, City Attorney

EXHIBIT A