

Agreement for Personal Services

Director of Health Services

This Agreement is made this ___ day of _____, 2025, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and Nolan Sullivan (hereinafter called “Employee”).

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Director of Health Services;

Whereas, Employee acknowledges that by accepting the position of Director of Health Services that Employee will be an At-will Employee, and that, as such, the position will be in the unclassified service under the Sonoma County Civil Service System;

Now, Therefore, Be It Agreed by and between the parties as follows:

1. Term of Employment. County hereby employs Employee in the position of Director of Health Services for three (3) years, commencing on April 1, 2025, and ending on March 31, 2028, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Director of Health Services as set forth in the County job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County.

3. Compensation.

(a) Employee’s salary shall be set at the “G” step of the salary range for the position of Director of Health Services as set forth in the Sonoma County Salary Resolution 95-0296 (“Salary Resolution”). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19 and 7.20 are not applicable or made part of this Agreement. Employee may advance in the salary range at the County Executive’s discretion, and if the County Executive determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, Employee shall be entitled to the same fringe benefits generally available to County department heads, as specified in the County’s Salary Resolution.

(c) Employee must relocate to Sonoma County within 90 days of the start of the terms of this agreement. This term may be extended to a maximum of 180 days, upon Employee’s request, with written approval by the County Executive. Relocation and moving expenses will be reimbursed per the County of Sonoma’s Administrative Policy Manual, section 4-9 “Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires,” attached hereto as Exhibits B and C. Provision 3.b.ii of the policy is hereby waived.

4. Performance review. The County Executive shall review Employee's performance at twelve (12) months. Additionally, the County Executive shall review Employee's performance on an annual basis. If the County Executive provides employee with a satisfactory or better performance evaluation, Employee may be eligible to advance in the salary range pursuant to Section 3(a) of this Agreement.

5. Expiration, Extension or Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate, unless County and Employee mutually desire to review and need more time to effectuate a renewal in which case the Agreement shall automatically continue for a period not to exceed ninety (90) days beyond the expiration of the term upon the written request of Employee. Alternatively, County agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from the date of notice of non-renewal, and shall not result in an automatic renewal of the agreement.

6. Termination. Employee shall serve at the will and pleasure of the County Executive and may be terminated at the will of the County Executive, with or without cause as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause:

Severance. Termination of Employee's employment without cause may be effected by the County giving sixty (60) days' prior written notice to Employee. Upon such termination, Employee shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the County Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, Employee shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. Employee's health benefits and the County's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. Employee's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Employee against the County arising out of Employee's employment.

(b) Termination with cause:

The County Executive may terminate Employee's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by the County Executive or designee depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. After termination for just cause has been affected, Employee shall have no further rights under this Agreement or to continued employment with the County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 and may include, but is not

limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of Employees; mismanagement of County funds; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other Employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another Employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination.

The County Executive and Employee will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the County Executive, in the County Executive's sole discretion, may publish the reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for Employee and kept for them in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, Employee may present a written response to the County Executive which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning Employee's termination.

(d) Administrative Leave.

Upon receiving a specific complaint or charge brought against Employee by another person or Employee, the County Executive may place Employee on administrative leave when, in the sole opinion of the County Executive, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the County Executive or designee's delivery to Employee's residence/office of a written notice to that effect. Upon the delivery of the notice to Employee's residence/office, performance of Employee's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. County and Employee agree that County will incur damages, if, during the period of

administrative leave, Employee performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the Department of Health Services. County and Employee agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if Employee performs or attempts to perform any of the duties provided in job specification for the position of Director of Health Services, or in any other way interferes with the administration or operation of the Department that County's duties to compensate Employee under the Agreement are discharged for each day during which Employee engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the County Executive's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate their employment at any time by delivering to the County Executive their written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the County Executive. With the approval of the County Executive, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the County Executive, or with its approval, the originally scheduled date of resignation may be extended for any agreed upon period of time.

(b) From the date upon which Employee either resigns or is notified of the County's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote their full-time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, Employee shall assist County in orienting Employee's replacement and shall perform such tasks as are necessary to affect a smooth transition in the leadership of the County. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of Health Services.

(c) Employee acknowledges, understands, and warrants that Employee shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant Employee any right or claim to continued employment with County.

8. Nonassignability. Employee shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of County.

9. Compliance with Law. Employee shall, during their employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving County of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

10. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to their salary and benefits. Employee further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes calculating retirement benefits.

12. Conflict of Interest. Employee covenants that they presently have no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of Employee's duties required under this Agreement. Employee shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. Employee shall also complete and file a "Statement of Economic Interest" with the County, disclosing Employee's financial interests, as required by the County's Conflict of Interest Code.

Attest:

County of Sonoma:

By: _____
Clerk of the Board

By: _____
M. Christina Rivera
County Executive

Employee:

Nolan Sullivan

DIRECTOR OF HEALTH SERVICES

Definition

Under general policy direction of the Board of Supervisors and the County Executive, provides leadership and administrative policy and operational direction for programs and services of the Department of Health Services; and performs related duties as required.

Distinguishing Characteristics

The Director is appointed by the County Executive and serves as the department head for the Sonoma County Department of Health Services. The Director is in a position of trust and confidence, and work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and the County Executive. The Director is expected to work collaboratively with other County departments, and community partners to plan and provide quality health services with the objective of improving health outcomes for the Sonoma County community.

The Director serves as the department head and appointing authority for all employees in the Department of Health Services except for the Health Officer who, by law, is appointed by the Board of Supervisors. The Director oversees the administrative performance of the Health Officer and informs the Board of Supervisor on the performance of the Health Officer as needed.

This job class is considered unclassified pursuant to the County of Sonoma Civil Service Ordinance No. 305-A, Section 5, as amended. The incumbent is appointed by and reports to the County Executive and is required to enter into an “at will” employment service agreement.

Typical Duties

Duties may include, but are not limited to, the following:

Provides leadership and administrative policy direction; coordinates administration of all departmental divisions; conducts meetings and conferences with department staff; develops and implements administrative policies and procedures; ensures appropriate program monitoring and evaluation processes and systems; establishes measurable performance standards and transparent methods of reporting data and performance; advises the Board of Supervisors regularly of health services issues.

Develops an organizational structure which identifies appropriate department divisions and sections with clear responsibilities and authority of divisions, sections, and positions; ensures effective management practices and delegation of work and workflow processes.

Consults with the Health Officer and Behavioral Health director on matters and/or protocols that affect the delivery of public health, mental health and environmental health services; approves changes and modifications recommended and ensures intra-departmental communication and

implementation of changes and modifications of protocols.

Coordinates and directs the provision of technical and professional assistance to other county departments, other health agencies, businesses and members of the general public on matters affecting the health and safety of the citizens of Sonoma County.

Directs the research, analysis and formulation of the department budget; determines departmental budget priorities; oversees and monitors revenue and reimbursement projections; prepares and justifies program and budget recommendations to the County Executive and the Board of Supervisors; ensures that budget expenditures are properly controlled and meet regulatory requirements; seeks other funding options and applies for grants in to improve or enhance services; allocates and reallocates department resources to meet service needs.

Interviews and selects top management staff; evaluates the performance of subordinate managers; ensures departmental human resources and risk management administration is effective and compliant with County rules, processes, and practices, and related legislation; ensures mandatory training compliance and appropriate professional development is offered to staff; assesses organizational structure as needed and requests classification studies if needed; fosters positive labor relations and hears employee grievances and remedies grievances or disciplinary matters within the limits of their delegated authority.

Follows state and federal legislative developments and determines impacts for the department and services; advises the Board of Supervisors and the County Executive of any changes in state laws or regulations that will have an impact on the delivery of the department's services; provides the Board of Supervisors and the County Executive with specific plans, costs and recommendations needed to meet legal requirements; advocates for/against legislation and regulations where appropriate.

Coordinates preparation and release to the media of information related to the programs and services of the Department of Health Services with the County's communications team and/or Board of Supervisors, as needed.

Knowledge and Abilities

Thorough knowledge of: modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct a Health Services Department; federal, state and local laws, ordinances, rules and regulations relating to the management and operations of a health services department; modern organizational and planning techniques used to manage a multi-service agency.

Considerable knowledge of: the social and economic problems that have an impact on the public health, mental health, and environmental health of the community and modern best practices in service delivery for these programs; communications and conflict resolution techniques; research methodology, report writing and basic statistics.

Ability to: establish and maintain effective and collaborative working relationships with the Board of Supervisors, the County Executive, other County department heads, subordinates,

community groups, medical professionals, other health agencies, local cities and public entities, the general public and others who have an interest in health services issues; communicate effectively; identify priorities and goals, develop work plans and accountability measures to support objectives; coach staff and identify and address employee performance issues; analyze management and operational problems to reach practical conclusions, and institute effective changes; ensure program compliance and fiscal responsibility through subordinate staff and appropriate oversight of programs and services; direct or prepare comprehensive, clear written reports and oral presentations; listen to, understand and appreciate differing views on the role of the Department of Health Services in the management of sensitive health services issues.

Minimum Qualifications

Education and Experience: Any combination of education or training that would provide the opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with a degree in health care administration, public administration, hospital administration, business administration or a closely related field, and five years of increasingly responsible experience managing a health, behavioral health, or social services organization or large division of such organization would provide such opportunity. Possession of a Master's degree is desirable.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



Administrative Policy 4-9: Policy for Relocation Expense Assistance and Paid Leave Advancement Incentives for Management and Unrepresented Positions

Approved: Board of Supervisors 9/11/07, Revised 5/25/21

Resolution: 07-0760

Authority: Human Resources/County Administrator

Effective Date: 9/1/2020

I. Purpose

To establish criteria and approval authority for the authorization of relocation expense assistance and/or paid leave advancement incentives to support the appointment of qualified employees in selected management and unrepresented positions.

II. Policy

Relocation expense assistance and paid leave advancement incentives may be authorized for department head, assistant department head, or difficult-to-fill management or unrepresented positions that fulfill a critical need in the County organization. "Difficult to fill" means the County is likely to have difficulty recruiting candidates with the required competencies in the absence of a recruitment or relocation incentive, as determined by the Human Resources Director or designee, and based on consideration of the following factors: the availability and quality of candidates, including the outcome of recent recruitment efforts; the salaries typically paid outside the County for similar positions; recent turnover in similar positions; employment trends and labor-market factors; special or unique competencies required for the position; and any other supporting factors.

This policy is limited to department head, assistant department head, management, and unrepresented allocated, full-time positions and applies to all agencies and special districts for which the Board Of Supervisors Acts as the Board of Directors or Commissioners (hereafter referred to as County) or hiring/appointing authority.

Costs of the relocation expense assistance will be borne by the hiring department.

III. Incentives

A. Relocation Expense Assistance

1. New hires* for department head, assistant department head, or difficult-to-fill management and unrepresented positions may be authorized for relocation expense assistance of up to \$10,000 to cover reasonable relocation expenses including:
 - a. Moving of household items and personal effects. If moving self the following is included: meals and lodging, tolls, and mileage** for distance between old and new residence.
 - b. Transportation of one personal vehicle.
 - c. Moving Insurance from origin to destination.
 - d. Storage of household goods at destination.
 - e. Airfare for the relocation of newly hired employee, spouse/partner and dependent children.

- f. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage**), meals and lodging.
- g. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and his/her immediate family).

**Relocation expense assistance may be authorized for current employees who are expected to relocate to Sonoma County upon appointment to a department head or other key executive position. Assistance will be made in accordance with this policy, with the following exception: the "distance test" outlined under 3.b. below may be waived (please note that waiver of this requirement may affect the taxation of the reimbursement).*

***mileage reimbursed at County and IRS reimbursement rate*

- 2. Some examples of relocation expense assistance not authorized by this policy:
 - a. Special services such as maid service, carpet service, assembly/disassembly of unusual articles
 - b. Transportation of camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items
 - c. Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. as a result of breaking or terminating a lease/agreement
- 3. The following criteria must be met in order for the assistance to be authorized:
 - a. Human Resources must confirm that the position meets the department head, assistant department head or "difficult to fill" definition.
 - b. Candidates must meet the following "distance test":
 - i. The new hire must not be a current Sonoma County employee.
 - ii. The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old home and the old place of work.
 - iii. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance in the counties immediately adjacent to Sonoma County.
 - c. The County Administrator must confirm that the department's current budgetary appropriations are sufficient to cover the reimbursement.
- 4. Terms of Agreement:
 - a. The parties shall enter into an agreement that includes the following:
 - i. The employee shall be required to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year (12 months) from the date of hire or appointment into the position and 50% of the relocation expense assistance if the resignation occurs following one year from the date of hire or installment into the position, but prior to completion of the second year.
 - ii. If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4(a)(i) above.

iii. The repayment of relocation expense assistance under the circumstances described above shall be repaid to the County of Sonoma within 30 days of separation or the County will pursue alternate collection methods.

5. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee's annual taxable income on their W-2. All relocation expense assistance reimbursements made by the County of Sonoma will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied.

Candidates/employees are encouraged to check with a tax professional if they have any questions about taxation of relocation expense assistance.

6. Employees will be responsible for all expenses not authorized in advance by the County and included in the agreement.

B. Paid Leave Advancement - Vacation and Sick Leave Hours upon Hire

1. New hires for department head, assistant department head, or difficult to fill management and unrepresented positions may be advanced upon employment:
 - a. up to two weeks of vacation and/or two weeks of sick leave for department heads or assistant department heads
 - b. up to 24 hours of vacation and/or 24 hours of sick leave for the balance of management or unrepresented employees.

IV. Procedures

A. Request for Approval

The Department Head or County Administrator shall complete the Relocation Expense Assistance and Paid Leave Advancement Authorization and provide to the Human Resources Director for confirmation that the position meets the criteria established in this policy. Human Resources will forward approved requests to the County Administrator for budgetary approval. Prior to any formal offer of incentives, departments must have approval from Human Resources and the County Administrator.

B. Agreement with Employee

The Relocation Expense Assistance Agreement shall be executed by the employee and Human Resources Director, prior to the employee's first day of employment and prior to any approval of expenses. Departments must retain the original copy of the executed Relocation Expense Assistance Agreement in the employee's personnel file.

Human Resources recommends that details of the relocation expense assistance and/or paid leave advancement incentives be included in the offer of employment letter and, if applicable, a copy of the executed Relocation Expense Assistance and Paid Leave Advancement Authorization be attached.

C. Relocation Expense Assistance Processing

1. Within 60 days of the date expenses are incurred, and after the employee has begun working for the County, the employee must submit a Relocation Expense Assistance Reimbursement form and applicable receipts to their department payroll clerk.

2. The department should submit the completed Relocation Expense Assistance Reimbursement Form and receipts with copies of the approved Relocation Expense Assistance and Paid Leave Advancement Authorization and executed Relocation Expense Assistance Agreement to Auditor Payroll Division for processing.

D. Paid Leave Advancement Processing

1. The Human Resource Director, County Administrator or designee, or Department Head should instruct department payroll staff to submit an approved copy of the Relocation Expense Assistance and Paid Leave Advancement Authorization Form to the Auditor Payroll Division for processing once the employee has been hired.

E. Documents

The following documents used in conjunction with this policy are located:

Human Resources Department, Hiring Process Sharepoint site:

- [Relocation Expense Assistance and Paid Leave Advancement Authorization](#)
- [Relocation Expense Assistance Agreement](#)

Auditor-Controller Payroll Division's Internet site:

- [Relocation Expense Assistance Reimbursement Form](#)

V. Responsibilities

Human Resources: Human Resources is responsible for policy interpretation, application, and determination that the criteria established by this policy has been met.

County Administrator: The County Administrator is responsible for approving the expenditure of budgetary appropriations.

Department Heads: Department/agency heads are responsible for ensuring the appropriate application of this policy within their department/agency, and for ensuring required procedures are followed.

VI. References

[Conditional Offer Talking Points - Represented Classes](#) (Sharepoint)

[Conditional Offer Talking Points - Unrepresented Classes](#) (Sharepoint)

[Offer Letter Guidelines](#) (Sharepoint)

County of Sonoma
RELOCATION EXPENSE ASSISTANCE AGREEMENT

This is an agreement between the County of Sonoma and Nolan Sullivan.

The County of Sonoma agrees to reimburse certain relocation expenses, up to a maximum of \$10,000, that you incur as a result of your relocation.

Terms of Agreement:

1. Relocated employee will be reimbursed up to \$10,000 for pre-authorized reasonable and actual expenses associated with the relocation including:
 - a. Moving of household items and personal effects*
 - b. Transportation of one personal vehicle
 - c. Moving insurance from origin to destination
 - d. Storage of household goods at destination
 - e. Airfare for the relocation of newly hired employee, spouse/partner and dependent children
 - f. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage**), meals and lodging.
 - g. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and his/her immediate family)

if moving self the following is included: candidate/employee meals, lodging, tolls, and mileage for distance between old and new residence*

*** mileage reimbursed at County and IRS reimbursement rate*

The County shall have no responsibility or liability for any goods damaged as a result of relocation.

2. Relocated employee will be responsible for all expenses related to relocating to the new job location that are not pre-authorized by the County, for which there is not supporting documentation/receipts, and/or that exceed the amount authorized by this agreement.
3. Relocated employee must meet the following criteria to be eligible for reimbursement:
 - a. The new hire must not be a current Sonoma County employee.
 - b. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance in the counties immediately adjacent to Sonoma County.
4. Relocated employee shall be required to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year (12 months) from the date of hire or appointment and 50% of the relocation expense assistance if the resignation occurs following one year from the date of hire or appointment into the position, but prior to completion of the second year:
 - a. If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4 above.
 - b. The County of Sonoma shall not reimburse for any relocation expenses that were

- not pre-approved by the County.
- c. The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation or the County will pursue alternate collection methods.
 - d. In the event the County is required to seek legal or other process to enforce any of its rights hereunder, the Employee agrees to pay the County's collection costs and expenses including, without limitation, reasonable attorney's fees and court costs.
5. Relocated employee shall complete the Relocation Expense Assistance Reimbursement Request Form within 60 days of the date expenses are incurred. Employee will submit the completed form and applicable receipts to their department payroll clerk for processing.
 6. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee's annual taxable income on their W-2. All relocation expense assistance reimbursements made by the County of Sonoma will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied. Candidates/employees are encouraged to check with a tax professional if they have any questions about taxation of relocation expense assistance. Employee is ultimately responsible for all required taxes associated with the reimbursement of relocation expenses, and agrees to indemnify, defend and hold harmless the County in the event the Internal Revenue Service or any other taxing authority assesses any taxes, excise taxes, penalties or interest against the Employee or the County as a result of the payment to Employee of relocation expenses hereunder.

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

The parties have agreed to the above listed terms and conditions set forth in this agreement.

Human Resources Director/Designee

Date

Accepted and agreed to by (Candidate/Employee)

Date