

COUNTY OF SONOMA

HIRING INCENTIVE PROGRAM

I. PROGRAM PURPOSE

The purpose of this program is to provide guidelines and procedures for the Hiring Incentive Program which will be used to help fill allocated (not extra-help) vacancies for the classifications listed in Appendix A.

The goal of this program is to enhance recruitment efforts to attract and retain the best-qualified candidates. The outcomes of the Hiring Incentive Program will be evaluated at least once per year by the County Administrator's Office and Human Resources (HR). Upon agreement by the County Executive and HR Director, the program may be modified, paused, or ended through administrative action.

II. SCOPE OF PROGRAM

The County of Sonoma recruits, hires, and strives to retain the best-qualified candidates for every position within the County. This program includes three components: a signing bonus (paid over three installments), paid leave and/or sick leave advancement, and relocation assistance. The Hiring Incentive Program applies to candidates hired to fill vacancies in allocated positions in the specific classifications listed in Appendix A.

In order for a job classification to be eligible for the Hiring Incentive Program, the job classification must meet the following criteria, as determined by the County of Sonoma:

- The department has requested the classification be included in the program;
- AND** one or more of the following criteria:
- The recruitment to fill the position(s) has been posted for at least six months and there are unfilled vacancies; OR
 - The recruitment is being conducted because the last recruitment failed (it resulted in no hires or an insufficient number of hires); OR
 - The job classification requires professional licensure and/or certification and, historically, has been challenging to fill at the journey-level or above.
1. During the program period, the following individuals will be eligible for incentives:
 - External individuals who are hired through an open recruitment
 - Current employees who are hired/promoted through an open recruitment
 - Current employees who transfer into an incentivized job classification within the identified/approved department from either:
 - a different department into the same job classification; or
 - from a closely related class within the department or from a different department

- Those who are in the hiring process but have not yet received a final job offer
 - Applicants who apply before the program end date
 - Individuals who are laid off and restored, pursuant to the Civil Service Rules, into positions in incentivized job classifications
2. During the program period, the following individuals **will not** be eligible for incentives:
 - Individuals who are hired into extra-help positions
 - Current employees who are already employed in eligible job classes – hiring incentives are not applied retroactively
 - Current employees who are hired/transfer within their department in the same job classification
 - Current employees who are already employed in eligible job classes and alternately promote within the classification series
 - Management and Supervisory level employees who demote into eligible job classes
 3. The County Executive, HR Director, and/or the applicable Department Head may remove a job classification from the program at their discretion.

III. HIRING INCENTIVES

A. Signing Bonus

Signing bonuses are used in situations where comparable agency practices and the budgetary climate support the practice of paying additional compensation to attract and hire candidates for hard-to-fill vacancies.

1. County departments/agencies/special districts will offer a signing bonus to selected internal or external candidates for specific allocated positions during the program period. The incentive amounts offered are listed in Appendix A. The signing bonus shall be considered taxable income and used in determining the employee's regular rate of pay for FLSA purposes, but not included as compensation for purposes of retirement calculations.
2. Individuals must be employed for at least one pay period in order to be eligible for a signing bonus. The signing bonus funds will be disbursed to the employee as listed in Appendix A.
3. Probationary requirements, satisfactory performance, and required training must be maintained to qualify for future installment payments. Failure to meet requirements may result in the forfeiture of future payments.
4. Should there be any ambiguity regarding an individual's eligibility for a signing bonus, the County Executive and the HR Director have the authority to make the final determination.
5. Individuals who voluntarily demote or transfer into non-qualifying positions after receiving a portion of the incentive would not be required to repay installment payments.
6. If an employee who received an incentive payment voluntarily leaves County employment (from an eligible allocated position) or they are terminated as a result of receiving a disciplinary Order of Termination within one year (365 days) of receiving an installment payment, they will be required

to pay back 50% of the last installment payment they received and forfeit the remainder of any future installment payments.

7. If the separated employee does not repay the required repayment amount within 30 days, the department will initiate actions to collect repayment. In such event, the employee shall be obligated to pay the costs and expenses of collection, including, but not limited to attorney's fees and collection agency fees, and shall be assessed and owe interest at the maximum rate allowed by law on the outstanding balance.
8. The amount of the installment payment(s) will be calculated based on an individual's Full-Time Equivalent (FTE) status at the time of hire, and as stated in the executed Hiring Incentive Signing Bonus Agreement.
9. The Hiring Incentive Signing Bonus Agreement shall be executed by the Department Head or Designee and the candidate or employee.

B. Paid Leave and/or Sick Leave Advancement

1. Paid Leave Advancement only applies to external hires (including Freenames). New hires may receive a lump sum advancement of up to 24 hours of vacation and/or 24 hours of sick leave.
2. Incumbents who receive Paid Leave Advancement shall accrue their normal vacation and sick leave at a rate in accordance with their respective Memorandum of Understanding.
3. All usage of vacation and/or sick leave hours shall be used/approved in a manner consistent with required policies.
4. The Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form shall be executed by the Department Head or Designee, HR Director or Designee, and the County Executive or Designee.

C. Relocation Assistance

Relocation Assistance only applies to external hires (including Freenames). At the discretion of the Department Head, new hires may be authorized for relocation expense assistance of up to \$5,000 to cover reasonable relocation expenses as outlined in Appendix B.

1. The following criteria must be met for assistance to be authorized:
 - a. 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 residence 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.
 - b. The County Executive must confirm that the department's current budgetary appropriations are sufficient to cover the reimbursement.
 - c. Relocation assistance is discretionary, even if the candidate meets the above requirements.

2. 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 (365 days) 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 into the position, but prior to completion of the second year, as detailed in the agreement.
 - ii. If the employee is terminated from employment for any reason other than as a result of receiving a disciplinary Order of Termination, no repayment will be required; if the employee is terminated pursuant to a disciplinary Order of Termination, repayment will be required according to item 2 (a) (i) above, as detailed in the agreement.
 - iii. In the event the employee fails to repay the required repayment amounts within 30 days, the Department will initiate actions to collect repayment. In such event, the employee shall be obligated to pay the costs and expenses of collection, including, but not limited to attorney's fees and collection agency fees, and shall be assessed and owe interest at the maximum rate allowed by law on the outstanding balance.
- b. 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 will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied.
 - i. Candidates/employees are encouraged to check with a tax professional if they have any questions about the taxation of relocation expense assistance.
 - ii. Employees will be responsible for all expenses not authorized in advance by the County and included in the agreement.

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

- a. HR Department, Hiring Process SharePoint sites
 - i. Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form
 - ii. Hiring Incentive Relocation Expense Assistance Agreement
- b. Auditor-Controller Payroll Division's Internet site
 - i. [Relocation Expense Assistance Reimbursement Form](#)

IV. FREQUENTLY ASKED QUESTIONS

Q Can employees be eligible for multiple signing bonuses due to job changes?

A If an employee who is receiving a signing bonus promotes through an open recruitment to a new position in a different eligible job class, they forfeit any remaining payments from

the original position but are eligible for the signing bonus associated with the new eligible job class.

- Q** Can employees who are hired in an alternately staffed series receive signing bonuses when they promote to a new level of the same series?
- A** As noted, in the Scope of Program section, current employees who are already employed in eligible job classes and alternately promote within the same classification series are not eligible for incentives. Further, employees who are hired into an unincentivized job classification and alternately promote into an incentivized level of the alternately staff series, are not eligible for incentives.
- An employee who is initially hired at one level of an alternately staffed series and receives a hiring incentive, will continue to receive their three signing bonus incentive payments as outlined in their “Hiring Incentive Signing Bonus Agreement” but then will not receive an additional three payments per the Scope of Program section noted above.
- Q** What happens to the remaining signing bonus payments if the program ends or the job classification is no longer eligible for an incentive?
- A** Employees will receive remaining payments as scheduled and according to guidelines and their executed Hiring Incentive Program Signing Bonus Agreement.
- Q** Are current County employees eligible for the hiring incentives if they apply and are offered a job in an applicable job class?
- A** Current employees promoted internally or from other County departments into applicable job classes through an open recruitment process are eligible for the signing bonus. Current staff are ineligible for the Paid Leave and/or Sick Leave Advancement and the Relocation Assistance incentives.
- Q** What happens if an employee leaves the County and returns as a re-hire, are they eligible for the hiring incentives?
- A** Yes, employees who are hired/re-appointed into an applicable job class through either competitive recruitment or freename processes would be eligible.
- Q** What happens if an employee changes their FTE while receiving signing bonus installment payments?
- A** Nothing. The amount of the signing bonus is based on the employee’s FTE at the time of hire and as stated and executed in the Hiring Incentive Program Signing Bonus Agreement.
- Q** What happens if an employee voluntarily demotes from a job class receiving a signing bonus to a different job class receiving a signing bonus?
- A** When voluntarily demoting to a closely related job classification, an employee can receive a maximum of three hiring incentive payments in total between the two job classifications. Remaining installment payment(s) will be calculated based on their new job class. Departments must work with County Counsel to amend the agreement.

- Q** What happens if an employee voluntarily demotes from a job class receiving a signing bonus to a different job class that is not part of the Hiring Incentive Program during the period of receiving installments?
- A** The employee would stop receiving installments and would not have to repay installments already received.
- Q** What happens if an existing employee who is in an incentive-eligible job class transfers from one department to another in the same job classification?
- A** Current employees who are already employed in eligible job classifications and transfer to the same job classification in a different department are not eligible for the Hiring Incentive Program. The program criteria outlines that individuals are eligible when they are hired through an open recruitment. An employee who transfers from one department to another department does not meet program criteria.
- Q** What happens if an existing employee who is currently receiving installment payments transfers from one department to another in the same job classification?
- A** An employee who transfers in the same job classification to a new department will continue to receive the remaining installments paid within the same timeframes as outlined in their original Hiring Incentive Program Signing Bonus Agreement if the job classification is receiving the incentive in the new department. The new department will be responsible for the remaining payments due and will need to work with HR and County Counsel to amend the original agreement to reflect the department/agency/special district change. If the new department is not participating in the program, the individual will not be eligible for future payments.
- Q** In our department, a job classification on the list is not a hard-to-fill position. Do we have to pay a signing bonus?
- A** No. Per the program criteria, job classification eligibility is based on department request and is approved on a departmental basis rather than county-wide.
- Q** Can an extra-help hire receive the signing bonus?
- A** No, individuals who are hired into extra-help positions are not eligible to receive incentives.
- Q** Can an extra-help employee hired into a full-time or part-time position receive the signing bonus?
- A** Yes, the employee would receive the hiring bonus because extra-help employees can only be hired for full-time or part-time positions from open recruitments.
- Q** An employee who has received two signing bonus payments to date is now on disability leave and not expected to return to duty until after the third payment would be distributed. Are they still entitled to receive the bonus as scheduled while on disability leave?
- A** Yes, the employee is still a County employee in a qualifying job classification. Payments will only be stopped upon the employee's written request, or if the employee's status changes to one of the following: appointment to a different job classification that is not

part of the Hiring Incentive Program; OR voluntarily leaves County employment; OR is terminated as a result of receiving a disciplinary Order of Termination.

Q An employee is in a job classification with a one-year probationary period and has been employed with the County for almost a year but was on leave without pay for one month. In consideration of the Civil Service Rules, would there be a delay in receiving their second installment?

A Probably, but the department should confirm with their payroll administrator to calculate when the employee will be off probation. The Hiring Incentive Program agreement states, “[Second Installment is] paid in Employee’s payroll check for the first full pay period **after the latter** of either Employee’s successful completion of the probationary period/trial period OR completing one year of service.” In this scenario, if the probationary period is extended for 20 days, the second installment would also be extended 20 days since the program requires the payment to occur in the “latter” date.

Q An employee in a job classification with a six-month probationary period passes their probationary period and has been employed with the County for almost a year. However, the employee was recently on leave without pay for one month (after passing probation). In consideration of the Civil Service Rules, would there be a delay in receiving their second installment?

A No, the second installment would not be delayed. The Hiring Incentive Program agreement states, “[Second Installment is] paid in Employee’s payroll check for the first full pay period **after the latter** of either Employee’s successful completion of the probationary period/trial period OR completing one year of service. In this scenario, the Hiring Incentive Program rules dictate when the installment payment is distributed. The employee’s one-year anniversary date in the position would be used to calculate when to distribute payment.

Q An employee separated and they need to repay 50% of the last signing bonus installment. What is the appropriate process?

A Per the Agreement, an employee who meets the criteria for repayment has 30 days to return the required amount. The separated employee can bring a check or money order to designated department representative and the funds can be deposited through departmental accounting. The separated employee should receive a receipt of funds from the department. If the separated employee has not repaid the funds within thirty (30) days, the department will be responsible for initiating actions to collect repayment, and the employee shall be responsible for collection costs and expenses incurred and shall owe interest at the maximum rate allowed by law on the upstanding sums owed.

Q We have multiple vacancies in the same HIP eligible job class, some of which require a post-hire security clearance background check before the first HIP payment, and some that do not. Can our department use the same open recruitment eligible list to hire for both types of positions?

A No, two separate recruitments will need to be conducted. The recruitment for the positions which require a post-hire security clearance will need to explicitly state that employees’ first hiring incentive payment installment will be distributed after passing the post-hire security clearance and that a post-hire security is required as part of their probationary/trial period. Their signing bonus agreement will have different language for the first installment

payment. The employment list established for these specific recruitments may only be used to hire candidates for the post-hire security clearance process.

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APPENDIX A

The classifications listed below have been identified as hard-to-fill and eligible for the Hiring Incentive Program. Additional classifications may be added to or deleted from the program at the request of a Department Head and upon approval by the County Executive and the Human Resources Director if specific criteria, as outlined in Hiring Incentive Program document, is met. Any such changes shall only be applied prospectively and not retroactively.

Incentive amounts are determined based on the annual I-step of the job classification.

Annual I-Step	Incentive Amount
Up to \$75,000	\$10,000
\$75,001 to \$125,000	\$15,000
\$125,001 to \$175,000	\$20,000
\$175,001 and Above	\$25,000

Incentive payments will be disbursed as follows:

- 1st payment (one-third) to be paid in employee’s second payroll check after hire

OR, if post-hire security clearance required and announced in recruitment:

1st payment (one-third) to be paid in Employee’s first payroll check upon completing and passing a post-hire “security clearance” background investigation

- 2nd payment (one-third), whichever is later for the employee:
 - o Passing probation/trial period, **OR**
 - o Completing one year of service in the new job class
- 3rd payment (one-third) upon completion of 2 years of service in the class (series)

Department	Currently Eligible Classification	Total Incentive Amount as of 01/28/2025*
Department of Health Services	Alcohol and Other Drug Services Counselor I	\$15,000
Department of Health Services	Alcohol and Other Drug Services Counselor II	\$15,000
Department of Health Services	Behavioral Health Clinician Intern	\$15,000
Department of Health Services	Behavioral Health Clinician	\$15,000
Department of Health Services	Behavioral Health Medical Director	\$25,000
Sonoma Public Infrastructure	Deputy Director-Engineering & Maintenance	\$25,000
Department of Health Services	Director of Public Health Nursing	\$25,000
Department of Health Services	Environmental Health Specialist I	\$15,000

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Permit Sonoma	Environmental Health Specialist I	\$15,000
Department of Health Services	Environmental Health Specialist II	\$15,000
Permit Sonoma	Environmental Health Specialist II	\$15,000
Department of Health Services	Health Officer	\$25,000
Sheriff's Office	Helicopter Pilot	\$20,000
Department of Health Services	Physical Therapist I CTP	\$15,000
Department of Health Services	Physical Therapist II – Children's Therapy Program	\$15,000
Department of Health Services	Psychiatric Nurse	\$20,000
Department of Health Services	Senior Environmental Health Specialist	\$20,000
Permit Sonoma	Senior Environmental Health Specialist	\$20,000
Department of Health Services	Staff Psychiatrist	\$25,000

*Incentive amounts are based on the I-step of the salary range as of the date listed. Should the salary range adjust, the incentive amount will be adjusted in accordance with the Annual I-Step/Incentive Amount Table.

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APPENDIX B

Paid and/or Sick Leave Advancement

Paid Leave Advancement only applies to external hires (including Freenames). New hires may receive a lump sum advancement of up to 24 hours of vacation and/or 24 hours of sick leave.

Incumbents who receive Paid Leave Advancement shall accrue their normal vacation and sick leave at a rate in accordance with their respective Memorandum of Understanding.

Relocation Assistance

Inclusions and Exclusions

Relocation expense assistance of up to \$5,000 to cover reasonable relocation expenses including:

1. Moving of household items and personal effects. If moving self, the following is included: meals and lodging, tolls, and mileage* for the distance between the old and new residence.
2. Transportation of one personal vehicle.
3. Moving Insurance from origin to destination.
4. Storage of household goods at the destination.
5. Reasonable economy airfare for the relocation of a newly hired employee, spouse/partner, and dependent children.
6. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage*), meals, and lodging.
7. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and their immediate family).

*Mileage reimbursed at current County reimbursement rate.

Some examples of relocation expense assistance not authorized by this policy:

1. Special services such as maid service, carpet service, and assembly/disassembly of unusual articles.
2. Transportation of camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items.
3. Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. because of breaking or terminating a lease/agreement.

Procedures

A. Approval Request Process

The Department Head completes the Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form and submits to Human Resources (HR) Director and County Executive for approval. This step must be completed and the request approved prior to entering into an agreement with the new hire.

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B. Agreement with New Hire

If approved, the Hiring Incentive Relocation Expense Assistance Agreement shall be executed by the new hire and the Department Head prior to the new hire's first day of employment and prior to any reimbursement of expenses. Departments must retain the original copy of the Agreement in the employee's personnel file.

Details of the relocation expense assistance and/or paid leave advancement incentives should be included in the offer of employment letter and, if applicable, a copy of the executed Hiring Incentive Relocation Expense Assistance and Paid Leave Advancement Authorization Form to 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 Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form and executed Relocation Expense Assistance Agreement to Auditor Payroll Division for processing.

D. Documents

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

- a. HR Department, Hiring Process SharePoint site:
 - i. Hiring Incentive Program Relocation Expense Assistance and Paid Leave Advancement Authorization Form
 - ii. Hiring Incentive Relocation Expense Assistance Agreement
- b. Auditor-Controller Payroll Division's Internet site:
 - i. [Relocation Expense Assistance Reimbursement Form](#)

**HIRING INCENTIVE SIGNING BONUS AGREEMENT FOR
CIVIL SERVICE/OFFICIAL JOB CLASSIFICATION TITLE**

This Hiring Incentive Agreement (“Agreement”) is made between the COUNTY OF SONOMA (“County”), acting through the **Department**, and **insert name of employee** (“Employee”), in accordance with the Hiring Incentive Program. The “County” includes classified departments of the County of Sonoma, and the separate legal entities of the Sonoma County Agricultural Preservation and Open Space District, the Northern Sonoma County Air Pollution Control District, the Sonoma County Community Development Commission, the Sonoma County Employees’ Retirement Association, the Sonoma County Fair and Exposition, Inc., and the Sonoma County Water Agency.

WHEREAS, Employee begins employment as a newly hired **Civil Service/Official Job Classification Title** employee in the **Department** who meets the County requirements of that job position;

WHEREAS, the County wishes to bestow upon Employee a signing bonus (“signing bonus”) to accept employment at County and remain satisfactorily employed in the **Department** as a **Civil Service/Official Job Classification Title** for at least three full years;

WHEREFORE, County and Employee agree to the following terms:

1. The **Department** agrees to bestow upon Employee the amount of **\$X,XXX.XX** as a signing bonus following Employee’s acceptance of the County’s offer of employment, and execution of this Agreement, and commencement of employment. This amount shall be paid directly to Employee in Employee’s paycheck as follows:

First Installment: **[Select from one of these two options]**

- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s second payroll check after hire

OR the following language may be used if the individual is hired from a recruitment which specifically indicates the first payment will be delayed until after the completion of a post-hire “security clearance” background investigation:

- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s first payroll check upon completing and passing a post-hire “security clearance” background investigation; and

Second Installment:

- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s payroll check for the first full pay period after the latter of either Employee’s successful completion of the probationary period/trial period OR completing one year of service; and

Third Installment:

- One-third (1/3), **\$X,XXX.XX**, paid in Employee’s payroll check for the first full pay period following the successful completion of the second year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's Form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases.

3. Employee understands that satisfactory performance and all required training, probationary, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.

4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the **Department** as a **Civil Service/Official Job Classification Title** on an allocated **full-time/part-time** basis for at least three full years beginning on **insert hire date** and ending on **insert date three (3) years from the date of hire**. Should Employee voluntarily fail to remain employed with the **Department** as a **Civil Service/Official Job Classification Title** before the above-referenced ending date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year (365 days) (without reduction for any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1. In the event the Employee leaves the position for which they are receiving the hiring incentive, they shall not be required to repay the last installment received so long as they remain employed by the County for duration of the repayment period.

5. Employee's voluntary failure to remain employed by the **Department** as a **Civil Service/Official Job Classification Title** for three years, or the termination of Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this Agreement and shall result in a forfeiture of the right to receive the remainder of any future installment payments provided in Article 1. (This amount may be more than the Employee received due to tax or other withholdings.) Employee agrees to repay the County all sums owed under Article 4 of this Agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Sonoma" and delivered to the **[Department Name] at Department Address, City, CA 95XXX**.

6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including, but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.

7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees Employee any right to continued employment. Employee understands that as a **Department** employee, Employee is bound by all County rules and procedures, **Bargaining Unit** Memorandum of Understanding (MOU), and **Department** Policy and Procedures that relate to **Department** personnel, which are in

effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and MOUs, in addition to any applicable legal statutes or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the Department Head to invoke disciplinary actions against the Employee.

8. Employee acknowledges that Employee: a) has fully read this Agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently, and voluntarily.

9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that Employee will be held to any applicable and enforceable repayment of the signing bonus.

10. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the state of California and is enforceable in the jurisdiction of Sonoma County.

BY SIGNING BELOW, Employee knowingly and willingly agrees to be bound by the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date

Department Head or Designee Signature

Date

Candidate or Employee Name and Signature

COUNTY OF SONOMA
HIRING INCENTIVE RELOCATION EXPENSE ASSISTANCE AGREEMENT

This is an agreement between the County of Sonoma and _____.

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

Terms of Agreement:

1. Relocated employee will be reimbursed up to \$_____ 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 the destination
 - e. Reasonable economy airfare for the relocation of the 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 the distance between old and new residence*

*** mileage reimbursed at the current County 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 is not pre-authorized by the County, for which there is no 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 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 residence and the old place of work.
 - c. 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. By executing this Agreement, relocated employee agrees 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 pursuant to a disciplinary Order of Termination, no repayment will be required; if the employee is terminated for cause pursuant to a disciplinary Order of Termination pursuant to in Civil Service Rule 10, Section 10.3, prompt 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, as well as interest at the maximum legal rate on the amount owed.
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 W2. 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, California Franchise Tax Board, 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.
7. Employee acknowledges that Employee: a) has fully read this Agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently, and voluntarily.

8. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that Employee will be held to any applicable and enforceable repayment of the relocation expenses for which employee received reimbursement from the County.

9. 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. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For such purposes, an executed email or facsimile copy shall be deemed an original.

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

BY SIGNING BELOW, Candidate/Relocated Employee knowingly and willingly agrees to be bound by the above terms and conditions.

Department Head/Designee

Date

Accepted and agreed to by
(Name of Candidate/Relocated Employee and Signature)

Date