

EMPLOYEE BONUS PAYMENT AGREEMENT

This Employee Bonus Payment Agreement ("Agreement") is made between Jordan Walstrom ("Employee") and the County of Humboldt ("County").

RECITALS

A. County has established a Hiring Incentive Program for Lateral Deputy Sheriff Candidates ("Program"). Under the Program, lateral applicants receive a bonus payment of \$3,000.00 upon hire, \$3,000.00 upon completion of probation, \$3,000.00 upon completion of two years of service, and \$3,000.00 upon completion of three years of service.

B. Employee has received all the incentive bonus (\$12,000) from the County prior to having accrued \$9,000 of the Program bonuses by passing the applicable time periods.

C. The bonus payments were made in error, without knowledge, fraud, or misrepresentation on the part of the County or Employee.

D. The parties wish to memorialize their understandings regarding the Program bonus and potential repayment obligations with this Agreement.

E. The Board of Supervisors finds that the potentially delayed Program bonus repayment under the Agreement serves the public purpose of improved employee morale and retention of qualified lateral Deputy Sheriffs by the County.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Repayment. Should Employee sever employment from the Humboldt County Sheriff's Office ("HCSO") prior to July 15, 2022 Employee will owe a portion of those Program funds to HCSO as follows:

- If Employee departs from the date of this Agreement until the end of the probationary period (anticipated probation date ends July 15, 2020), Employee will owe \$9,000.00.
- If Employee departs from July 16, 2020 to July 15, 2021, Employee will owe \$6,000.00.
- If Employee departs from July 16, 2021 to July 15, 2022, Employee will owe \$3,000.00.
- If Employee departs after July 15, 2022, Employee will have no outstanding balance and this Agreement shall terminate.

Should employee fail to meet any of these deadlines, the unaccrued bonus amount shall constitute an outstanding debt to County. For purposes of this Agreement "depart" means Employee's voluntarily leaving County employment or Employee's termination.

2. Schedule: Should an early departure occur, the remaining balance, as detailed in Section 1, shall be immediately payable to County.

3. Tax Responsibilities: Employee acknowledges and agrees that the County has made no representations regarding the tax consequences of this Agreement.

4. Retention of Remedies & Tolling: The County hereby retains all available remedies at law to recover any unaccrued balances should an early departure occur. Employee agrees to toll any applicable statutes of limitation during the term of this Agreement.

5. Entire Agreement: Employee acknowledges that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by all parties to this Agreement.

6. Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

7. Acknowledgment: Employee acknowledges that they have read and understand this Agreement and have entered in this Agreement voluntarily and without coercion.

Employee:

By: JORDAN WALSH

Date: 7/28/20

Name: [Signature]

COUNTY OF HUMBOLDT:

By: William F. Honsal, Sheriff

Date: _____

APPROVED AS TO RISK:

By: Risk Management

Date: _____