



**CITY OF OREM**  
**RECRUITMENT INCENTIVE REPAYMENT AGREEMENT**  
**FOR DIFFICULT TO FILL POSITIONS**

This Recruitment Incentive Repayment Agreement (the "Agreement"), dated \_\_\_\_\_ is between the City of Orem (the "City") and \_\_\_\_\_, an individual (the "Employee") (collectively the "Parties").

**RECITALS**

WHEREAS, Employee is being offered a "Recruitment Incentive" in the amount of \$\_\_\_\_\_ and/or \_\_\_\_ vacation hours and/or \_\_\_\_ sick hours to work for the City in the position of \_\_\_\_\_ (collectively the "Recruitment Incentive"); and

WHEREAS, the Parties acknowledge the City is providing the Recruitment Incentive for the purposes of recruiting, employing and retaining Employee.

**COVENANTS**

NOW THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Employee mutually agree as follows:

1. **Employee Acknowledgements**. Employee agrees to accept the employment offer from the City, to receive the Recruitment Incentive, and further agrees to the following:
  - 1.1. Employee acknowledges that he/she is responsible for any tax consequences related to the Recruitment Incentive and acknowledges that the Recruitment Incentive will not increase the amount that the City contributes to his/her retirement accounts.
  - 1.2. Employee acknowledges that he/she will receive the monetary portion of the Recruitment Incentive through periodic payments made to Employee during his/her first year of employment with the City.
  - 1.3. Employee has discussed any questions he/she has about the Recruitment Incentives prior to signing this Agreement with his/her immediate supervisor, Department Director and/or Human Resource representative.

2. **Recruitment Incentive Repayment.**

2.1. Employee agrees and acknowledges that if he/she voluntarily terminates his/her employment with the City or if his/her employment with the City is terminated based on a willful violation of City policy less than four (4) years after his/her hire date, Employee will repay to the City the Recruitment Incentive (including the value in money of the vacation hours and sick hours) as per City policy. The four (4) year period will begin running from Employee's hire date.

2.1.1. The Recruitment Incentive shall be deducted from Employee's final paycheck. Any remainder shall be paid to the City within six (6) months of the Employee's separation from employment.

2.1.2. If complete repayment is not made to the City within six (6) months after Employee's separation, the City shall be entitled to interest on the unpaid portion of the reimbursement at the rate of ten percent (10%) per annum.

2.1.3. If complete repayment is not made to the City within six (6) months after Employee's separation, the City shall be entitled to court costs and reasonable attorney's fees which may be incurred in collecting any delinquent reimbursement of the Recruitment Incentive.

3. **Term.** After Employee has been continuously employed with City for four (4) years from Employee's hire date, this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement.

3.1. If at any time the City determines that it is in the City's best interest to terminate Employee's employment with the City, except for the reasons set forth in Section 2.1 of this Agreement, the City may suspend the Employee's obligation to reimburse the City.

4. **No Employment Contract.** Employee understands and acknowledges this Agreement is not an employment contract and that the execution of this Agreement does not grant to Employee any right or expectation of ongoing employment with the City.

To evidence the Parties' agreement to the terms stated herein, the Parties have executed and delivered this Agreement on the date stated in the preamble.

CITY OF OREM

EMPLOYEE

Signature: \_\_\_\_\_  
James P. Davidson, City Manager

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
JoD'Ann Bates, City Recorder