

**CONTRACT FOR REIMBURSEMENT OF FIREFIGHTER OR PARAMEDIC TRAINING EXPENSES
(Current Employee – Tuition and Fees Paid by the City)**

This *Contract for Reimbursement of Firefighter or Paramedic Training Expenses* ("Agreement") is made and entered into on _____, 20____, [insert date] by and between the City of North Port, Florida, a municipal corporation of the State of Florida (the "City") and _____ [insert employee's legal name] ("Employee").

RECITALS

WHEREAS, Employee is currently a City employee working for North Port Fire Rescue ("Fire Rescue"); and

WHEREAS, Employee desires to obtain a paramedic license or firefighter certificate of compliance, and to continue working for Fire Rescue; and

WHEREAS, Fire Rescue has selected Employee for enrollment in paramedic or firefighter training; and

WHEREAS, the City and Employee desire to enter into this Agreement in which the Employee agrees to reimburse the City for these training expenses under certain circumstances; and

WHEREAS, Employee acknowledges that these expenditures are expected to be recaptured through Employee's services to Fire Rescue and that the City will suffer substantial detriment if, within thirty-six (36) months, Employee leaves employment or fails to maintain Employee's license or certificate in good standing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CITY EXPENDITURE OF FUNDS

- A. City's Obligation. The City agrees to expend funds for Employee to obtain and maintain a paramedic license or a firefighter certificate of compliance. These expenditures may include: (i) tuition costs for Employee for formal paramedic and/or firefighter training through a certified training center approved by the Fire Rescue Chief or designee; (ii) examination fees; and (iii) in the City's sole discretion, in-service training courses for the thirty-six (36) months after Employee obtains a paramedic license or a firefighter certificate of compliance.

- B. Estimated Cost of City's Obligation. The amounts itemized below are estimates only.
 - (1) The tuition costs and examination fees to obtain a paramedic license are approximately \$_____. [insert amount of dollars and cents or if not applicable, enter "n/a"]

 - (2) The tuition costs and examination fees to obtain a firefighter certificate of compliance are approximately \$_____. [insert amount of dollars and cents or if not applicable, enter "n/a"].

- (3) The costs of in-service training for thirty-six (36) months are variable, depending on the number of courses and whether courses are taught by a vendor or a qualified Fire Rescue employee.

2. CONSIDERATION

Employee acknowledges, understands, and agrees that the City's expenditure of funds pursuant to this Agreement is expressly conditioned upon the consideration of: (i) Employee successfully obtaining a paramedic license or a firefighter certificate of compliance, and maintaining the license or certificate in active and good standing for at least thirty-six (36) months after obtaining it; and (ii) the Employee's continued employment with Fire Rescue for thirty-six (36) months after obtaining a paramedic license or a firefighter certificate of compliance.

3. REIMBURSEMENT OBLIGATION

A. Trigger for Reimbursement Obligation. Employee acknowledges, understands, and agrees that Employee must reimburse the City the actual costs of all City funds expended pursuant to this Agreement ("Reimbursement Obligation") if:

- (1) Employee fails for any reason to obtain a paramedic license or a firefighter certificate of compliance;
- (2) Employee fails for any reason to maintain the license or certificate in active and good standing for at least thirty-six (36) months after obtaining it; or
- (3) Employee is separated from employment with the City or from working with Fire Rescue for any reason (voluntarily or involuntarily) during the thirty-six (36) months after obtaining the license or certificate.

B. Method of Reimbursement.

- (1) Continued Employment. If Employee remains employed with the City (either working with Fire Rescue or another City department), the City will withhold the Reimbursement Obligation in equal amounts from Employee's paycheck over a thirty-six (36) month period, unless another arrangement is mutually agreed upon by Employee and the Fire Rescue Chief or designee.
- (2) Separation from Employment. If Employee separates from City employment for any reason, the City will withhold the full amount of any remaining Reimbursement Obligation from the Employee's final paycheck. If the remaining Reimbursement Obligation exceeds the amount payable to Employee for any salary and accrued leave, Employee must pay the City the remaining amount within thirty (30) calendar days of separation from employment.

C. Waiver. At the sole discretion of the Fire Rescue Chief or designee, the City may waive in part or in full Employee's Reimbursement Obligation due to hardship or extenuating circumstances.

- D. Collections and Attorney Fees. The City may pursue any remedy available to it by law for recovery of any unpaid Reimbursement Obligation. Employee agrees that in the event the City incurs attorney fees or other costs of collection to collect any delinquent sums due pursuant to this Agreement, Employee shall pay such fees and expenses, in addition to the Reimbursement Obligation due.

4. NO GUARANTEE AS TO EMPLOYMENT

Nothing contained in this Agreement shall be construed to guarantee Employee any particular term of employment, or to create any property right in Employee for any particular position or term of employment with the City, whether in Fire Rescue or any other department. Nothing herein shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee in accordance with existing City policies.

5. EMPLOYEE RIGHT TO REVIEW AGREEMENT BEFORE SIGNING

Employee has the right to discuss the terms of this Agreement with an attorney at Employee's own expense. Employee acknowledges being advised of this right and acknowledges that the City has provided Employee ample opportunity to exercise this right prior to signing this Agreement.

6. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Commission authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City.
- I. Assignment. Employee shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

(This space intentionally left blank; signature pages follow)

IMPORTANT - READ BEFORE SIGNING

This is a legally binding contract. By executing this Agreement, Employee acknowledges that: (i) Employee has read and understands this Agreement; and (ii) Employee has been advised of Employee's right to consult an attorney before signing.

EMPLOYEE

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____.

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY