

CITY OF NORTH PORT

**CONTRACT FOR REIMBURSEMENT OF FIREFIGHTER OR PARAMEDIC TRAINING
EXPENSES AND/OR SCHOOL SPONSORSHIP**

THIS AGREEMENT, executed this ____ day of _____, 2017, by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation (hereinafter referred to as the “CITY”); and _____, (hereinafter referred to as the “APPLICANT”); and

WHEREAS, the APPLICANT acknowledges that the CITY will incur substantial expenses in the process of training an APPLICANT to be a certified Firefighter or Paramedic of the CITY; and

WHEREAS, it is acknowledged by the APPLICANT that these expenditures are expected to be recaptured through services by the APPLICANT with the CITY Fire Rescue District after completion of said training and that the CITY will suffer substantial detriment if the undersigned should leave employment during a period of time for three (3) years following completion of all required training:

NOW, THEREFORE, upon the mutual covenants and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to as follows:

WITNESSED:

1. **Reimbursement Obligation.** In consideration of the Agreement by the CITY to provide the APPLICANT with formal firefighter or paramedic training through a certified state training center and certification by the State of Florida as a firefighter or paramedic, the APPLICANT does hereby agree that in the event employment with the CITY Fire Rescue District ceases due to any cause other than “termination” as defined herein, at any time during the period of employment extending:

- Between the date of employment for new uncertified applicants, or from the date of training for existing employees, to the date twelve (12) months, the

APPLICANT shall reimburse the City for all expenses incurred in connection with the hiring and/or training, or both, of the APPLICANT, as set forth herein (hereinafter “Reimbursement Obligation”):

- Between the date of thirteen (13) months of employment for new uncertified applicants, or from the date of training for existing employees, to the date of and twenty-four (24) months, the APPLICANT shall reimburse the City for two thirds (2/3) of all expenses incurred in connection with the hiring and/or training, or both, of the APPLICANT, as set forth herein (hereinafter “Reimbursement Obligation”):
- Between the date of twenty five (25) months of employment for new uncertified applicants, or from the date of training for existing employees, to the date of and thirty-six (36) months, the APPLICANT shall reimburse the City for one third (1/3) of all expenses incurred in connection with the hiring and/or training, or both, of the APPLICANT, as set forth herein (hereinafter “Reimbursement Obligation”):

2. **Termination.** “Termination” as used in this Agreement shall mean any discontinuance of the APPLICANT’S employment, initiated by the CITY.

3. **Calculation of Reimbursement Obligation.** The APPLICANT’S Reimbursement Obligation shall consist of the sum of all amounts expended by the District in connection with hiring and training the APPLICANT. The estimated Reimbursement Obligation for hiring and training for either firefighter or paramedic certification is as follows:

- A. The cost of Fire Academy Training \$_____, or
- B. The cost of Paramedic School \$5,400.

It is expressly understood that the amounts itemized above are estimates only. The actual Reimbursement Obligation may be adjusted based on actual costs incurred by the CITY.

4. **In-Service Training Course.** In addition to the above Reimbursement Obligation, the APPLICANT agrees to reimburse the CITY for the costs incurred for additional, approved

CITY in-service training courses attended, at CITY expense, by APPLICANT during the term of this Agreement. The Reimbursement Obligation period for such courses shall extend for a period of thirty-six (36) months after completion of each course, and in the event the APPLICANT leaves employment with the CITY during that period. The APPLICANT will be assessed the amount of the CITY'S expenses or costs in providing this additional training.

5. **Terms of APPLICANT'S Repayment.** Notwithstanding any provision of the CITY'S Personnel Rules and Regulations or collective bargaining agreement, complete payment of this Reimbursement Obligation is immediately due and payable at the time of resignation from CITY employment. Any benefits due the APPLICANT, including but not limited to wages in excess of minimum wage, retirement contributions, vacation time, holidays, or any other payment due at separation will be withheld and applied to the amount due the CITY hereunder. The APPLICANT further 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, the APPLICANT shall pay such fees and expenses, in addition to any other sum due hereunder.
6. **No Guarantee as to Employment.** Nothing contained herein shall be construed to guarantee the APPLICANT any particular term of employment, or to create any property right in the APPLICANT for any particular position or term of employment with the CITY.
7. **Applicants that are hired and sponsored for Fire or Paramedic School.** If an applicant is offered employment and sponsorship for school, they will be required to complete the National Testing Network (NTN) Candidate Physical Ability Test (CPAT) and Fire Team test with a passing score. They are required to pass a background check. They are required to pass a pre-employment physical exam in accordance with NFPA 1582. These requirements shall be completed as soon as the applicant is eligible, and they are required to retain their employment status. Applicants must also pass the state certification

examination after completion of school to retain their employment status. Applicants are aware that their offer of continued employment will be revoked if they do not successfully complete these requirements.

8. **Applicants are probationary members while in school and for a minimum of one year after they are assigned to shift.**

IMPORTANT – READ BEFORE SIGNING

This is a legally binding Agreement. By executing this Agreement, the APPLICANT acknowledges that he/she has read and understands this Agreement; that he/she has the right to consult an attorney before signing; that the execution of this Agreement is a condition of being employed by the CITY OF NORTH PORT FIRE RESCUE DISTRICT; and that no employment and/or payment for career enhancement training will be offered to the APPLICANT if this Agreement is not executed.

Executed on the date first above written.

CITY OF NORTH PORT, FLORIDA

APPLICANT

By:

By:

Jonathan Lewis, City Manager

Applicant

STATE OF FLORIDA

CITY OF NORTH PORT

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2015,
by _____ who produced _____ as
identification and who did take an oath.

My Commission expires:

Signature of Notary

Printed Name of Notary