



## FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES TRAINING AGREEMENT

To ensure that the City of Forest Park does not invest time, resources and money training persons as firefighters without receiving their services for a reasonable time thereafter, the following Agreement is made by and between \_\_\_\_\_, (hereinafter "RECRUIT"), and the City of Forest Park, (hereinafter "CITY").

1. CITY agrees to provide RECRUIT with training leading to the possibility of certification by the Georgia Firefighters Standards and Training Council as a certified firefighter.
2. RECRUIT, in consideration of receiving training paid for by CITY, agrees to reimburse CITY for all of the costs incurred by CITY for training of RECRUIT as a Firefighter, if RECRUIT voluntarily terminates his/her employment with the City within (3) three years of being certified as a firefighter in the State of Georgia, except as outlined in Paragraph #3 of this agreement. The amount of reimbursement shall be \$ \_\_\_\_\_ (the "Reimbursement Amount"). This amount shall not be reduced in any manner including a pro rata reduction where an employee has worked for a portion of the three years following his/her certification.
3. RECRUIT may not be obligated to pay the Reimbursement Amount in the event that the RECRUIT or CITY terminates his/her employment due to an involuntary military deployment or unforeseeable permanent disability, permanent/catastrophic illness or permanent injury, which disables the RECRUIT and prevents RECRUIT from meeting the current job requirements. Additionally, the RECRUIT shall not be obligated to pay the Reimbursement Amount if his/her employment is terminated at the sole discretion of the CITY other than for the reasons contained in Paragraph 4.
4. In accordance with the personnel policies in effect at the time, the failure of the RECRUIT to comply with Forest Park Fire Department of Fire and Emergency Services, CITY regulations or employment policies and procedures, which leads to termination of RECRUIT, shall be deemed to be a voluntary termination of employment by the RECRUIT and RECRUIT will be subject to requirements established in #2 of this agreement.

5. Reimbursements shall be payroll deducted from the employee's final paycheck. Any remaining amounts due under the terms of this Agreement, if any, shall be paid in full not more than thirty (30) days from the termination date. If not paid under the terms of this Agreement, the RECRUIT authorizes the CITY to initiate a collection order and/or garnishment of wages.
6. It is specifically agreed that these sums are not penalties for termination, but are rather to reimburse CITY for expenditures to train RECRUIT.
7. This Agreement shall not be construed to be an employment contract and RECRUIT acknowledges the employment relationship existing between RECRUIT and CITY is without fixed duration and is terminable at the will of either party.

**Acceleration Clause:** The RECRUIT agrees that in the event the RECRUIT fails to make any payment due under any payment plan established pursuant to this agreement in a timely manner, all sums due under the payment plan shall become immediately due and payable. Further, the parties agree that such action shall entitle the CITY to pursue legal remedies for the entire balance immediately.

**Consideration:** The parties hereto expressly acknowledge the existence of consideration to support this agreement, the adequacy and sufficiency of which is duly acknowledged.

**Merger Clause:** This document contains the full, complete, and final Agreement of the parties and, upon its execution by the parties, is intended to be a binding contract under the laws of Georgia.

**IN WITNESS WHEREOF,** the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

RECRUIT

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public.  
My commission expires: \_\_\_\_\_

CITY OF FOREST PARK

By: \_\_\_\_\_