

RESOLUTION NO 2024 - 023

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ENDORSING, IMPLEMENTING AND ADOPTING A TRAINING PROGRAM FOR POTENTIAL FIRE FIGHTER TRAINEES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TRAINING PROGRAM AND AGREEMENT; DESIGNATING THE FIRE CHIEF AS THE SIGNATORY TO SAID AGREEMENT WHEN IMPLEMENTING THE PROGRAM; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") fire department has a recurring need to train new fire fighters; and

WHEREAS, to properly train a new, potential fire fighter ("Trainee") to be a commissioned fire fighter, the City must incur substantial expense; and

WHEREAS, the City desires to adopt the form of an agreement implementing a program providing for the City to recapture such expenses after completion of a Trainee's training period by Trainees rendering services to the City's fire department (the "Program"); and

WHEREAS, an essential element of the Program would require that if a Trainee leaves the City's employment within five (5) years following the completion of the instruction and training contemplated in the Program the Trainee will reimburse the City for its expenses incurred in providing such training; and

WHEREAS, as an essential element of the Program the City will provide to Applicant credit for service rendered by a Trainee during the training period as an offset against a Trainee's obligations to reimburse the City for the City's expenses incurred in providing such training; and

WHEREAS, the City desires to endorse and adopt the Program and in furtherance thereof adopts the form of the Agreement attached hereto as the approved form-agreement to be used when implementing the Program for a Trainee of the fire department; and

WHEREAS, subject to the oversight of the City Manager, the City authorizes the fire chief to execute the Agreement on behalf of the City when implementing the Program with a Trainee of the fire department (the "Agreement"); now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Endorsing and implementing the Program and adopting the Agreement as the form of agreement to implement the Program is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Program and Agreement in the form of the Exhibit attached hereto

should be and is approved by the City Council of the City of Lake City; and

3. Subject to the oversight and approval of the City Manager, the fire chief is authorized to execute on behalf of and bind the City to the terms of the Agreement between the City and a Trainee; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**CITY OF LAKE CITY, FLORIDA
FIRE FIGHTER SPONSORSHIP AGREEMENT**

THIS AGREEMENT is entered into by and between _____ (hereinafter the "Applicant"), and the City of Lake City Fire Department (hereinafter the "City" or "Lake City Fire Department") for the purposes set forth herein.

WHEREAS, the Applicant has applied for employment with the City; and

WHEREAS, to properly train the Applicant to be a commissioned fire fighter, the City must incur substantial expense; and

WHEREAS, the City and the Applicant mutually desire that after completion of the Applicant's training period the Applicant shall render services to the City's fire department so the City may recapture the City's expenses to train the Applicant; and

WHEREAS, the City and the Applicant mutually desire that in the event the Applicant leaves the City's employment within five (5) years following the completion of the instruction and training contemplated in this Agreement the Applicant will reimburse the City for its expenses incurred in providing such training; and

WHEREAS, to induce the trained officer to continue as an employee of the City upon completion of the field-training period contemplated herein, the City will provide to Applicant credit for service rendered by Applicant during the training period as an offset against Applicant's obligations to reimburse the City for the City's expenses incurred in providing such training.

NOW THEREFORE, for good and adequate consideration, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The representations and provisions of the parties in the foregoing recitals are incorporated herein as material terms of this Agreement as if fully recited herein.
2. **Training Obligation:** The City shall provide fire fighter field training under the supervision of experienced Lake City Fire Fighters, which training shall continue for a period of approximately one (1) year
3. **Reimbursement Obligation Upon Completion of Training:** Within the sixty (60) month period following Applicant's completion of full-time service training as a firefighter, if Applicant's employment with the City ceases for any reason other than "termination" as defined below, Applicant will reimburse the City for all expenses incurred by the City in connection with hiring and training the Applicant.
4. **Reimbursement Obligation Upon Failure of Training:** If the Applicant fails to successfully complete the training program and/or successfully pass the Florida State Firefighter Minimum Standards within the period allowed by the National Registry and Emergency Medical Technician certifications, the Applicant shall reimburse the City for all expenses incurred in connection with such training.
5. **Waiver of Reimbursement:** The City, in its sole discretion, can waive Applicant's obligation to reimburse the City as set forth herein, provided any such waiver of reimbursement by the City shall be valid only if in writing and signed by the City Manager of the City of Lake City.
6. **Term of the Agreement:** The term of this Agreement is five (5) years and begins upon the Applicant's Start Date for the position of firefighter.
7. **Definition of "Termination":** "Termination" as used in this agreement, shall mean any discontinuance of the Applicant's employment initiated by the City or mutually initiated by the City and the Applicant.
8. **Calculation of Reimbursement Obligation:** The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training the Applicant including, but not limited to, the following:

- | | |
|----------------------------------|----------|
| a. Medical Testing | \$ _____ |
| b. Cost of training/Tuition | \$ _____ |
| c. Cost of uniform and equipment | \$ _____ |

Applicant shall execute a promissory note in favor of the City for the total cost reflected in this Section 8 on or prior to the date of hire. The execution of a promissory note as provided herein shall evidence the reimbursement obligation as provided for in this Agreement.

9. **Credit for Continuous Employment:** Credit for service rendered will be provided as an offset against Applicant's reimbursement obligation at the rate of one sixtieth (1/60) of the total reimbursement obligation for each four (4) week period of continuous, full-time employment occurring subsequent to the completion of the field training period. Accordingly, for every four (4) week period of full-time employment, credit equal to one sixtieth (1/60) of the total reimbursement obligation will be provided as an offset toward the Applicant's reimbursement obligation. Any absence from work due to illness, non-duty related injury or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given.
10. **Reimbursement at separation:** Upon separation of employment with the City before the end of the sixty (60) month period set forth in Section 3 of this Agreement, the monetary obligation of the Applicant as set forth in Section 8 shall be deducted from the last paycheck issued to the Applicant by the City. The deduction shall be calculated as defined in Section 9 for credit of continuous employment. Upon completion of this deduction, any remaining monetary obligation of the Application pursuant to this Agreement is the responsibility of the Applicant and is due and payable within ninety (90) days following separation from employment with the City.

Witnesses as to all:

CITY OF LAKE CITY, FLORIDA

Witness Signature

By _____, its _____

Witness Printed Name

APPLICANT

Address

Witness Signature

Applicant Signature

Witness Printed Name

Applicant Printed Name

Address

State of Florida
County of Columbia

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ who is personally known or has produced a driver's license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____