

**RESOLUTION
2020-142**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA APPROVING A RECRUITMENT AND RETENTION INCENTIVE PROGRAM FOR CERTAIN EMERGENCY MEDICAL TECHNICIANS, PARAMEDICS, AND BATTALION CAPTAINS; APPROVING FORM RECRUITMENT AND RETENTION AGREEMENTS WITH QUALIFIED PUBLIC SAFETY DEPARTMENT EMPLOYEES RELATED TO THE RECRUITMENT AND RETENTION INCENTIVE PROGRAM; AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SAFETY TO EXECUTE COMPLETED AGREEMENTS ON BEHALF OF THE BOARD; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of County Commissioners ("Board") recognizes that recruitment and retention of qualified public safety personnel to work as emergency medical technicians, paramedics, and battalion captains has been, and continues to be, a challenging task; and

WHEREAS, the Board recognizes that one of the mechanisms to increase recruitment and retention of qualified public safety personnel is a program that provides incentive payments to qualifying employees in exchange for commitments to provide public safety services to the County for a set period of time; and

WHEREAS, the Board wishes to institute a recruitment and retention incentive program for County full-time Single or Dual Certified Emergency Medical Technicians, Single and Dual Certified Paramedics, and Dual Certified Battalion Captains, to provide for incentive payments to qualified employees in those positions in exchange for commitments to provide services to the County for two years; and

WHEREAS, on event date herewith, the Board approved a Memorandum of Understanding with the Levy County Professional Paramedic and EMTs, IAFF, Local #4069 ("MOU"), agreeing to the implementation of a recruitment and retention incentive

program to be instituted by the County, which program requires entry into Recruitment and Retention Incentive Agreements with individual qualifying County employees; and

WHEREAS, the Board desires to approve the form of Recruitment and Incentive Agreements for use in implementing the recruitment and retention incentive program to be instituted by the County and agreed to by the MOU, and to authorize the Director of the Department of Public Safety to execute final Recruitment and Retention Incentive Agreements with qualifying employees on behalf of the Board; and

WHEREAS, the Board finds that it is in the best interest and necessary for the benefit of the public health, safety and welfare to approve the implementation of a recruitment and retention incentive program as described in the MOU and in this Resolution, approve the form Recruitment and Retention Incentive Agreements for use with such program, and to authorize the Director of the Department of Public Safety to execute form Agreements with qualified employees;

NOW THEREFORE, BE IT THEREFORE DECLARED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY:

Section 1. Adoption of Recitals. The recitals set forth above are hereby included as if fully set forth herein.

Section 2. Adoption of Recruitment and Retention Program. The recruitment and retention incentive program for County full-time Single or Dual Certified Emergency Medical Technicians, Single and Dual Certified Paramedics, and Dual Certified Battalion Captains, providing for incentive payments to qualified employees in those positions in exchange for commitments to provide services to the County for two years, as described in the MOU and in this Resolution (the "Program"), is hereby adopted.

Section 3. Approval of Recruitment and Retention Incentive Agreements. The form Recruitment and Retention Incentive Agreement – EMT and the form Recruitment and Retention Incentive Agreement – PM, attached hereto as collective Exhibit "A" and incorporated herein by this reference, are hereby approved and adopted for use with the Program. Any individual Recruitment and Retention Incentive Agreement – EMT or Recruitment and Retention Incentive Agreement – PM, or the forms thereof, will be referred to herein as an "Agreement." The County Director of the Department of Public Safety is authorized to correct any scrivener's errors in any form Agreement or completed Agreement, and to otherwise make any formal, but not substantive, changes to any form or completed Agreement as may be necessary.

Section 4. Delegation of Authority. The County Director of the Department of Public Safety, or his/her designee, is hereby delegated the authority to execute any completed and final Agreement with any County employee who qualifies under the Program for entry into such Agreement on behalf of the Board, provided that any such

completed and final Agreement is in the form of the applicable Agreement as attached hereto with no substantive revisions.

Section 5. Effective Date. This Resolution will become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 22nd day of December, 2020.


**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

Matthew Brooks, Chairman

ATTEST: Danny J. Shipp, Clerk of the
Circuit Court and Ex Officio Clerk to the
Board of County Commissioners

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

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LR2020-062

EXHIBIT "A"

RECRUITMENT AND RETENTION INCENTIVE AGREEMENT - EMT

THIS RECRUITMENT AND RETENTION INCENTIVE AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (hereinafter "County"), and _____, _____ address _____ (hereinafter "Employee").

WITNESSETH:

WHEREAS, Employee is currently employed by the County as a full-time Single or Dual Certified Emergency Technician (EMT); and

WHEREAS, prior to the date of this Agreement, the County and the Levy County Professional Paramedic and EMTS, IAFF, Local #4069 entered into a Memorandum of Understanding ("MOU") agreeing to the implementation of a recruitment and retention incentive program to be instituted by the County, which program contemplates the entry into this Agreement by qualifying employees and the County; and

WHEREAS, pursuant to Resolution 2020-142 adopted by the Board of County Commissioners ("Board") on December 22, 2020, the County instituted a recruitment and retention incentive program for all full time Single and Dual Certified EMTs; and

WHEREAS, pursuant to Resolution 2020-142, the Board approved the form of this Agreement for use in implementing the recruitment and retention incentive program instituted by the County and agreed to by the MOU, and authorized the Director of the Department of Public Safety to execute final Agreements with qualifying employees on behalf of the Board;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.
2. **Purpose.** The purpose of this Agreement is to provide the County's full time Single and Dual Certified EMTs a recruitment and retention incentive.
3. **Duties of County.** County shall issue to Employee a one-time payment of one thousand dollars (\$1,000) on or before September 30, 2021, in a lump sum payment minus all normal withholdings.
4. **Duties of Employee.** Employee shall provide a minimum of two (2) years of full-time service to County as a Single or Dual Certified EMT from the date Employee receives the payment set forth in paragraph 3 above. In the event Employee becomes a

Single or Dual Certified Paramedic or Dual Certified Battalion Captain during this two year period, service to the County as a Single or Dual Certified Paramedic or Dual Certified Battalion Captain will count toward this requirement.

5. Reimbursement. In the event Employee leaves employment with the County for any reason during the two (2) year period, or otherwise fails to provide the full two (2) years of service to the County as set forth in paragraph 4 above, Employee shall repay to County the monies received pursuant to paragraph 3 of this Agreement at a prorated amount, with Employee receiving one twenty-fourth (1/24th) credit for each full month of service provided to County as a full-time Single or Dual Certified EMT, Single or Dual Certified Paramedic, or Dual Certified Battalion Captain. Any such repayment required to be made by Employee to County pursuant to this subsection must be made promptly upon Employee leaving employment with the County or otherwise failing to provide full-time service to the County as a full-time Single or Dual Certified EMT, Single or Dual Certified Paramedic, or Dual Certified Battalion Captain.

6. Term/Termination. The term of this Agreement shall begin upon payment by County of the monies set forth in paragraph 3 above and shall continue for a period of two (2) years thereafter. In the event Employee leaves employment with the County, or otherwise fails to provide two (2) years of service to the County as a Single or Dual Certified EMT, Single or Dual Certified Paramedic, or Dual Certified Battalion Captain, the provisions of this Agreement requiring repayment to County by Employee will survive the termination of this Agreement until such repayment is made.

7. Entire 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.

8. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Director, Department of Public Safety
Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

EMPLOYEE

Date: _____

RECRUITMENT AND RETENTION INCENTIVE AGREEMENT - PM

THIS RECRUITMENT AND RETENTION INCENTIVE AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (hereinafter "County"), and _____, _____ address _____ (hereinafter "Employee").

WITNESSETH:

WHEREAS, Employee is currently employed by the County as a full-time Single or Dual Certified Paramedic or Dual Certified Battalion Captain and has been cleared by the County's Medical Director to serve as a P2; and

WHEREAS, prior to the date of this Agreement, the County and the Levy County Professional Paramedic and EMTS, IAFF, Local #4069 entered into a Memorandum of Understanding ("MOU") agreeing to the implementation of a recruitment and retention incentive program to be instituted by the County, which program contemplates the entry into this Agreement by qualifying employees and the County; and

WHEREAS, pursuant to Resolution 2020-142 adopted by the Board of County Commissioners ("Board") on December 22, 2020, the County instituted a recruitment and retention incentive program for all full time Single and Dual Certified Paramedics and Dual Certified Battalion Captains;

WHEREAS, pursuant to Resolution 2020-142, the Board approved the form of this Agreement for use in implementing the recruitment and retention incentive program instituted by the County and agreed to by the MOU, and authorized the Director of the Department of Public Safety to execute final Agreements with qualifying employees on behalf of the Board;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.
2. Purpose. The purpose of this Agreement is to provide the County's full time Single and Dual Certified Paramedics and Dual Certified Battalion Captains a recruitment and retention incentive.
3. Duties of County. County shall issue to Employee a one-time payment of four thousand dollars (\$4,000) on or before September 30, 2021, in a lump sum payment minus all normal withholdings.

4. Duties of Employee. Employee shall provide a minimum of two (2) years of full-time service to County as a Single or Dual Certified Paramedic or Dual Certified Battalion Captain from the date Employee receives the payment set forth in paragraph 3 above. In the event Employee becomes a Dual Certified Battalion Captain during this two year period, service to the County as a Dual Certified Battalion Captain will count toward this requirement.

5. Reimbursement. In the event Employee leaves employment with the County for any reason during the two (2) year period, or otherwise fails to provide the full two (2) years of service to the County as set forth in paragraph 4 above, Employee shall repay to County the monies received pursuant to paragraph 3 of this Agreement at a prorated amount, with Employee receiving one twenty-fourth (1/24th) credit for each full month of service provided to County as a full-time Single or Dual Certified Paramedic or Dual Certified Battalion Captain. Any such repayment required to be made by Employee to County pursuant to this subsection must be made promptly upon Employee leaving employment with the County or otherwise failing to provide full-time service to the County as a full-time Single or Dual Certified Paramedic or Dual Certified Battalion Captain.

6. Term/Termination. The term of this Agreement shall begin upon payment by County of the monies set forth in paragraph 3 above and shall continue for a period of two (2) years thereafter. In the event Employee leaves employment with the County, or otherwise fails to provide two (2) years of service to the County as a Single or Dual Certified Paramedic or Dual Certified Battalion Captain, the provisions of this Agreement requiring repayment to County by Employee will survive the termination of this Agreement until such repayment is made.

7. Entire 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.

8. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

Director, Department of Public Safety
Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

EMPLOYEE

Date: _____