

MEMORANDUM OF UNDERSTANDING BETWEEN THE
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS AND THE
LEVY COUNTY PROFESSIONAL PARAMEDIC AND EMTS, IAFF, LOCAL #4069
RECRUITMENT AND RETENTION INCENTIVE PROGRAM

This Memorandum of Understanding is entered into between the Levy County Board of County Commissioners (hereinafter referred to as "the County") and the LEVY COUNTY PROFESSIONAL PARAMEDIC AND EMTS, IAFF, LOCAL #4069 (hereinafter referred to as "the IAFF"). The County and the IAFF shall collectively be referred to as "the parties". The parties acknowledge and agree to the implementation of a recruitment and retention incentive program for those individuals employed in positions included in the bargaining unit certified by the Florida Public Employees Relations Commission on March 2, 2001 (Certification Number 01E-058), with the following terms and conditions:

1. All full-time Single Certified and Dual Certified Emergency Medical Technicians who are employed by the County as of March 1, 2021, and who elect to execute the service agreement attached to this MOU as Appendix A, will receive a one time payment of one thousand dollars (\$1,000), after six (6) months of employment. The one time payment of one thousand dollars (\$1,000) will be paid to each eligible full time Single Certified and Dual Certified Emergency Medical Technician in a lump sum check, minus all normal withholdings.
2. All full-time Single Certified and Dual Certified Paramedics and full-time Dual Certified Battalion Captains who are employed by the County as of March 1,

2021, and who elect to execute the service agreement attached to this MOU as Appendix B, will receive a one time payment of four thousand dollars (\$4,000) after Medical Director (P2) clearance and six (6) months of employment. Medical Director clearance must be obtained within six (6) months of promotion to P1 status to be eligible for the four thousand dollar (\$4,000) payment. If P2 clearance is not obtained within this timeframe, the employee may be eligible for the EMT incentive identified in paragraph 1. The one time payment of four thousand dollars (\$4,000) will be paid to each eligible full time Single Certified and Dual Certified Paramedic and Dual Certified Battalion Captain in a lump sum check, minus all normal withholdings.

3. The lump sum payments to Emergency Medical Technicians, Paramedics, and Captains as set forth in paragraphs 1 and 2 above shall be a one-time only payment and not to be given on any recurring basis unless and until the parties mutually agree otherwise. Employees will only be eligible for one payment of either \$1,000 or \$4,000 based on position held as of March 1, 2021, no employee would be eligible for both incentives under any circumstance. Funds will be released within thirty (30) days of meeting all requirements.
4. This Memorandum of Understanding shall not be incorporated into, or impact any provision of, the parties' current collective bargaining agreement.

5. This Memorandum of Understanding is subject to ratification by both the members of the IAFF's bargaining unit and the Levy County Board of County Commissioners.

For the County

For the IAFF

Date

Date

APPENDIX 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: _____

APPENDIX B

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;

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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: _____