# COUNTY DEPARTMENT AGENDA REQUEST

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| Department: | Fire and Emergency Services | Presenter(s): | Deputy Chief Thomas F. Bartlett |
| Meeting Date: | Thursday, February 11, 2010 | Type of Request: | Old Business |

Wording for the Agenda:

Consideration of amendments to the Fire and Emergency Services Reimbursement Training Agreement and a request that a similar agreement be authorized for new 911 Communications employees and authorization for Chief McCollough to sign any such agreements on behalf of the County.

Background/History/Details:

Fire and Emergency Services have had an agreement in place for several years that enables the county to recover some costs the county has expended for training and outfitting new employees, should the employee leave the county's employment after the county has invested time and resources in that employee. Chief McCullough wishes to change the monetary amount and length of time the agreements would be in place.

Chief McCullough would like to have the Board to authorize the implementation of this procedure with 911 Communications as well. Both the agreements have been reviewed and rewritten by the county attorney.

These agreements were discussed with the Board at their February 3 Workshop.

What action are you seeking from the Board of Commissioners?

Approval for amendments to the agreement currently in place for Fire and EMS employees, and also to authorize a similar employment agreement to be instituted for newly hired 911 Communications employees. Authorization for Chief McCollough to sign any such Agreements on behalf of the County.

If this item requires funding, please describe:

Not Applicable.

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| Has this issue come before the Commissioners in the past? | Yes | If so, when? | Wednesday, February 3, 2010 |
| Do you need audio-visual for the presentation? | No | Back-up Material Submitted? | Yes |

## STAFF USE ONLY

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| Approved by Finance | Yes | Reviewed by Legal | Yes |
| Approved by Purchasing | Not Applicable | Approved by County Clerk | Yes |
| Administrator's Approval | Yes | | |

Staff Notes:

**REIMBURSEMENT AGREEMENT BETWEEN**
**FAYETTE COUNTY, GEORGIA AND**

**_____**
**(Name of Employee)**

This Reimbursement Agreement ("Agreement") is entered into this ___ day of 201__, between Fayette County, Georgia, a political subdivision of the State of Georgia ("County") and the above-named individual ("Employee").

WHEREAS, the Employee acknowledges and agrees that permitting the Employee to participate in the training offered by the County is a substantial financial investment by the County and a financial burden on the County's taxpayers. It is reasonable and appropriate for the Employee to reimburse the County for the Costs incurred by the County if the Employees ceases employment with the County subject to the terms and conditions stated in this Agreement;

WHEREAS, the Employee acknowledges and agrees that the Equipment provided by the County to assist/enable the Employee to provide firefighting services is the County's property and must be returned to the County, save only normal wear and tear, at the conclusion of the Employee's employment; and

NOW, THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

## I. DEFINITIONS

A. "Costs" means the necessary funds, in addition to salary and benefits, to cover the full cost of tuition and book/supply costs in order for the Employee to complete the Fire Fighter- National Professional Qualification certification as well as a certified Fire Fighter in Georgia from Fire Fighters Standards and Training Council.

B. "Good Standing" shall mean the employee is in good standing in accordance with the Fayette County Policy and Procedures Manual and is not on any sort of disciplinary probation or suspension.

C. "Equipment" means all bunker gear, clothing, equipment, keys, radios, or other materials the County provides the Employee to perform the firefighter, EMT, and/or paramedic services.

## II. COUNTY OBLIGATIONS

For as long as this Agreement remains in effect, and the Employee complies with the terms of this Agreement, the County agrees to pay the Costs and to provide the Employee such Equipment as the County deems necessary for the Employee to perform the job for the County.

## III. EMPLOYEE OBLIGATIONS

A. The Employee shall be in good standing at all times and shall faithfully perform all duties and obligations established by the County.

B. The Employee shall return all County Equipment in good condition, save only normal wear and tear, at the conclusion of the Employee's employment in accordance with the policies and procedures of the County.

## IV. REIMBURSEMENT OF COSTS

The Employee has no obligation to reimburse the County for the Costs if he/she remains in good standing and performs three (3) years of continuous employment with the County after the date the Employee obtains the Fire Fighter-National Professional Qualification certification as well as becoming a certified Fire Fighter in Georgia from Fire Fighters Standards and Training Council or if the Employee is terminated from employment by the County without cause.

If the Employee fails to perform Employee's obligations for three (3) consecutive years, the Employee shall reimburse the County for the cost of the training, the agreed upon value of this cost being $3,000. Amount owing for reimbursement shall be pro-rated on a monthly basis for the amount of time the Employee did perform Employee's obligations under this Agreement, which amounts to a reduction in the amount owed the County of $83.33 for each month of satisfactory Employment.

## V. REIMBURSEMENT FOR EQUIPMENT

The Employee shall reimburse the County for the replacement cost of all Equipment not returned to the County upon termination of his/her employment, regardless of the length of time the Employee has served the County or the reason for the termination.

## VI. TIMING FOR PAYMENT OF COSTS OR FOR EQUIPMENT

All Costs, and the replacement value of any unreturned Equipment, owed under this Agreement shall, without prior notice, presentment, demand or other action by the County, become due and payable in three equal monthly payments as follows:

The first payment shall be made on or before the 30th day after the date the Employee's employment is terminated ("Termination Date");

The second payment shall be made on or before the 60th day after the Termination Date; and,

The third payment shall be made on or before the 90th day after the Termination Date.

If the Employee fails to pay the Costs and the replacement value of any unreturned Equipment in full in accordance with the requirements of this section, the Employee agrees that the total amount owed shall be immediately due and payable in full to the County. The County may immediately take legal or equitable action to in a court of competent jurisdiction in Fayette County, Georgia to collect the total amount owed under this Agreement.

**VII. NO CONTRACT OF EMPLOYMENT**

This Agreement does not create, and shall not be construed to create, an express or implied contract of employment for any period of time. The Employee shall at all times be an employee at will. The Employee's employment may be terminated by the Employee or the County at any time for any or no reason.

**VIII. MISCELLANEOUS**

Georgia law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

FAYETTE COUNTY, GEORGIA

By: _____ Date: _____
M. Allen McCullough

EMPLOYEE

By: _____ Date: _____

**REIMBURSEMENT AGREEMENT BETWEEN**
**FAYETTE COUNTY, GEORGIA AND**

**_____**
**(Name of Employee)**

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WHEREAS, the Employee acknowledges and agrees that permitting the Employee to participate in the training offered by the County is a substantial financial investment by the County and a financial burden on the County's taxpayers. It is reasonable and appropriate for the Employee to reimburse the County for the Costs incurred by the County if the Employees ceases employment with the County subject to the terms and conditions stated in this Agreement;

WHEREAS, the Employee acknowledges and agrees that the uniforms and equipment provided by the County to assist/enable the Employee to provide 911 communication services is the County's property and must be returned to the County, save only normal wear and tear, at the conclusion of the Employee's employment; and

NOW, THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

## I. DEFINITIONS

A. "Costs" means the necessary funds, in addition to salary and benefits, to cover the full cost of tuition and book/supply costs in order for the Employee to complete the 911 Cadet Training Program (in house as well) and successful completion of the POST (Peace Officers Standards and Training) for the 911 Communications Officer.

B. "Good Standing" shall mean the employee is in good standing in accordance with the Fayette County Policy and Procedures Manual and is not on any sort of disciplinary probation or suspension.

C. "Equipment" means all uniforms, headsets, radios, or other items issued to Employee.

## II. COUNTY OBLIGATIONS

For as long as this Agreement remains in effect, and the Employee complies with the terms of this Agreement, the County agrees to pay the Costs and to provide the Employee such Equipment as the County deems necessary for the Employee to perform the job for the County.

## III. EMPLOYEE OBLIGATIONS

A. The Employee shall be in good standing at all times and shall faithfully perform all duties and obligations established by the County.

B. The Employee shall return all County Equipment in good condition, save only normal wear and tear, at the conclusion of the Employee's employment in accordance with the policies and procedures of the County.

## IV. REIMBURSEMENT OF COSTS

The Employee has no obligation to reimburse the County for the Costs if he/she remains in good standing and performs three (3) years of continuous employment with the County after the date the Employee completes the 911 Cadet Training Program (in house as well) and successful completion of the POST (Peace Officers Standards and Training) for the 911 Communications Officer, or if the Employee is terminated from employment by the County without cause.

If the Employee fails to perform Employee's obligations for three (3) consecutive years, the Employee shall reimburse the County for the cost of the training, the agreed upon value of this cost being $3000.00. Amount owing for reimbursement shall be pro-rated on a monthly basis for the amount of time the Employee did perform Employee's obligations under this Agreement, which amounts to a reduction in the amount owed the County of $83.33 for each month of satisfactory Employment.

## V. REIMBURSEMENT FOR EQUIPMENT

The Employee shall reimburse the County for the replacement cost of all Equipment not returned to the County upon termination of his/her employment, regardless of the length of time the Employee has served the County or the reason for the termination.

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All Costs, and the replacement value of any unreturned Equipment, owed under this Agreement shall, without prior notice, presentment, demand or other action by the County, become due and payable in three equal monthly payments as follows:

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The second payment shall be made on or before the 60th day after the Termination Date; and,

The third payment shall be made on or before the 90th day after the Termination Date.

If the Employee fails to pay the Costs and the replacement value of any unreturned Equipment in full in accordance with the requirements of this section, the Employee agrees that the total amount owed shall be immediately due and payable in full to the County. The County may immediately take legal or equitable action to in a court of competent jurisdiction in Fayette County, Georgia to collect the total amount owed under this Agreement.

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Georgia law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

FAYETTE COUNTY, GEORGIA

By: _____ Date: _____
M. Allen McCullough

EMPLOYEE

By: _____ Date: _____