



**CITY OF OKEECHOBEE  
CITY COUNCIL REGULAR MEETING  
JANUARY 7, 2020  
LIST OF EXHIBITS**

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**Draft Minutes**

December 17, 2019 Regular Meeting

**Exhibit 1**

Amendments to Education Reimbursement Agreement Regarding  
Firefighters Paramedic Certification



**CITY OF OKEECHOBEE, FLORIDA**  
**DECEMBER 17, 2019, REGULAR CITY COUNCIL MEETING**  
**SUMMARY OF COUNCIL ACTION**

**I. CALL TO ORDER**

Mayor Watford called the regular session of the City Council for the City of Okeechobee to order on Tuesday, December 17, 2019, at 6:00 P.M. in the City Council Chambers, 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida.

- A. The invocation was offered by Pastor Rick Giles of Northside Baptist Church.
- B. The Pledge of Allegiance was led by Mayor Watford.

**II. ATTENDANCE**

City Clerk Lane Gamiotea called the roll. Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel, and Bobby Keefe were present.

CITY STAFF: City Attorney John Cook, City Administrator Marcos MontesDeOca, Police Chief Bob Peterson, Fire Chief Herb Smith, Public Works Director David Allen, and Deputy City Clerk Bobbie Jenkins were present.

**III. AGENDA AND PUBLIC COMMENTS**

- A. Presentations and Proclamations Item A was withdrawn from the agenda at the request of the recipient.
- B. There were no agenda item forms or comment cards submitted for public participation for any issues not on the agenda.

**IV. PRESENTATIONS AND PROCLAMATIONS**

- A. Mr. Daryl Roehm was unable to be in attendance and requested the item be withdrawn from the agenda. The Certificate of Appreciation for his service on the General Employees' Pension Fund Board of Trustees from December 6, 2011 to December 31, 2019, will be presented by Clerk Gamiotea.
- B. Mayor Watford presented Attorney Cook, who was accompanied by his wife Jayne, with a Distinguished Service Award being a custom shadow box with a bronze Key to the City and a Certificate that was read as follows: **"Distinguished Service Award presented to John R. Cook, Whereas, John R. Cook, Esquire, began his municipal public service career on April 1, 1988, when hired to serve as the twelfth City Attorney for the City of Okeechobee, Florida; and Whereas, his duties included legal counselor not only to the City Council, but encompassed committees and boards of which to date include: the Code Enforcement Board, the Local Planning Agency, the Planning Board, the Board of Adjustment, the Design Review Board, the Grant Project Citizen Advisory Task Force, the Land Development Regulations Citizen Advisory Committee, and the Centennial Ad Hoc Committee; and Whereas, on two occasions Attorney Cook was appointed to serve as the Interim City Administrator, from March through May 2005, and from June through October 2015; and Whereas, during his tenure he has served at the pleasure of three Mayors and sixteen Council Members, alongside two City Clerks, five City Administrators, four Police Chiefs, two Fire Chiefs, four Public Utilities Directors, and three Public Works Directors; and Whereas, the City has grown and progressed under Attorney Cook's legal counsel as is reflected in the 607 Ordinances, 397 Resolutions, six Annexation Projects, countless Agreements and Contracts of which were reviewed for legal sufficiency; he was instrumental in the formation of the Okeechobee Utility Authority, and made lasting memories during the two trips to New York City with Mayor Oakland Chapman, City Clerk Bonnie S. Thomas, and City Administrator John J. Drago to oversee the City's receipt of several Bond Issues for capital improvement projects. Now, Therefore, the City of Okeechobee, Florida, proudly recognizes his distinguished service for thirty-one years of conducting himself with integrity and civility, for his dedication to the community, and his steadfast passion for the law."**

**IV. PRESENTATIONS AND PROCLAMATIONS CONTINUED**

Attorney Cook took a moment to thank the Council and each Staff member, as he has enjoyed working with them daily over the years. Mayor Watford complimented the reception held earlier in the day. Many current and past City employees and elected officials, previous Code Enforcement Board members, business owners, and several local attorneys attended to offer their gratitude and well wishes on his retirement.

**V. CONSENT AGENDA**

A motion was made by Council Member Clark to approve the consent agenda items **A** and **B** [approve the November 12, 2019, Joint Workshop and December 3, 2019, Regular meeting minutes; approve the November 2019 Warrant Register in the amounts: General Fund \$509,312.01, Public Facilities Improvement Fund \$36,805.97, Capital Improvement Projects Fund \$19,238.00, Law Enforcement Special Fund \$150.00]. seconded by Council Member Jarriel.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

**VI. MAYOR WATOFRD OPENED THE PUBLIC HEARING AT 6:11 P.M.**

- A.** A motion was made by Council Member Abney to adopt proposed Resolution No. 2019-16, which provides a uniform method for the levy, collections, and enforcement of non-ad valorem special assessments for drainage; road improvements (including but not limited to roadside ditches, swales, culverts, sidewalks, street lighting, resurfacing, canal/ditch cleaning and maintenance); fire protection services and facilities; stormwater treatment; mosquito control; and abatement of nuisances (including but not limited to costs of the abatement); seconded by Council Member Keefe.

Attorney Cook read proposed Resolution No. 2019-16 by title only as follows: **“A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS PURSUANT TO SECTION 197.3632, FLORIDA STATUTES FOR DRAINAGE, ROAD IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO ROADSIDE DITCHES, SWALES, CULVERTS, AND SIDEWALKS, STREET LIGHTING, STREET RESURFACING, CANAL OR DITCH CLEANING AND MAINTENANCE, FIRE PROTECTION SERVICES AND FACILITIES, STORMWATER TREATMENT, MOSQUITO CONTROL, THE ABATEMENT OF NUISANCES AS DESCRIBED IN CHAPTER 30, SECTIONS 30-31 TO 30-46, OF THE CITY CODE OF ORDINANCES AND CHAPTER 60 FLORIDA STATUTES, AT CERTAIN PROPERTIES, INCLUDING BUT NOT LIMITED TO, THE COST OF ABATING OF NUISANCES AS PROVIDED IN THE AFOREMENTIONED SECTIONS OF THE CITY CODE AND FLORIDA STATUTES AS AMENDED FROM TIME TO TIME, WITHIN THE INCORPORATED AREA OF THE CITY OF OKEECHOBEE, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

He then explained as provided in Florida Statute 197.3632, a Resolution must be adopted prior to January 1 of any year that the Council may want to consider adopting any type of special assessment not currently implemented. Mayor Watford opened the floor for public comment; there was none.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:14 P.M.**

**VII. NEW BUSINESS**

- A.** A motion was made by Council Member Keefe to approve the relocation of easements for property located at 503 Southeast 5<sup>th</sup> Street (Legal: Lots 1 through 4, CENTRAL PARK OAK, Plat Book 8, Page 59, public records of Okeechobee County, Florida); seconded by Council Member Clark.

## VII. NEW BUSINESS CONTINUED

A memorandum provided as Exhibit 2 explained the vacant lots were recently purchased by SE5, LLC to build a duplex on Lots 1 and 2, and another on Lots 3 and 4. The dedicated 5-foot wide utility easements are located along the East property line of Lot 1, West property line of Lot 2, East property line of Lot 3, and West property line of Lot 4. Three new easements will be provided along the West property line of Lot 1, East property line of Lot 2, West property line of Lot 3, and East property line of Lot 4. Utility letters of no improvements within the existing easements have been received.

Administrator MontesDeOca explained, should the Council approve the request, a document will be submitted at a later date for Council approval that would be recorded in the official records as this would amend the original dedicated Plat. He also confirmed the zoning and future land use for the property is correct for the proposed use.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

- B.** A motion was made by Council Member Jarriel to reject all bids received for Request for Proposal No. ADM 02-00-10-19 City Attorney Legal Services; seconded by Council Member Keefe.

**Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe voted: Aye. Nays: none. Motion Carried.**

As directed by the Council at the December 3, 2019 meeting, proposed contracts were provided within Exhibit 3 from both firms [Nason, Yeager, Gerson, Harris & Fumero, P.A., and Swaine, Harris & Wohl, P.A.], who had representatives in attendance.

**A motion was made by Council Member Keefe to award Request for Qualifications No. ADM 01-00-10-19 for City Attorney Legal Services to Nason, Yeager, Gerson, Harris & Fumero, P.A; seconded by Council Member Clark.**

Mayor Watford opened the floor for discussion. Council Member Abney questioned the duration of terms for the contract submitted by Nason, Yeager, Gerson, Harris & Fumero, P.A. The effective date is January 1, 2020, but there is no end date. Administrator MontesDeOca explained he suggested the contract be on an annual basis, but the Council can make specific amendments as they see fit. Council Member Abney then confirmed attendance at all meetings is addressed in each contract. These include the City Council, Planning Board/Board of Adjustment/Design Review Board, and Technical Review Committee meetings, and Code Enforcement Magistrate Hearings.

Mayor Watford questioned the flat fee of \$9,400.00 per month provided in the Nason, Yeager, Gerson, Harris & Fumero, P.A. contract without a set number of hours. Council Member Jarriel explained he calculated it to equal approximately 34 hours of billed time. He divided the \$9,400.00 fee by the hourly rate of \$275.00. He verified with Attorney Cook that this was an accurate average of time needed. He and Mayor Watford voiced their concerns with selecting a firm that is approximately \$3,000.00 higher per month. Council Member Clark inquired to confirm that the budgeted amount for Fiscal Year 2019-20 is \$145,500.00. However, that is the budget total; \$80,000.00 is budgeted for Professional Services which was calculated at 35 hours per month at the rate of \$185.00 per hour. The budget also includes health insurance coverage (\$10,850.00) as well as equipment, repairs and maintenance, education, memberships and subscriptions, and office supplies that would no longer be paid after December 31, 2019. Council Member Clark implied that the remaining amounts of these line items be applied to professional services to cover the higher contract cost. Administrator MontesDeOca added specific projects, such as the charter review, are not included in the scope of services; they would be addressed, and costs negotiated in specific work orders. Mayor Watford asked whether there were any comments from the public; there were none.

Mayor Watford expressed his preference with the Swaine, Harris & Wohl, P.A. firm as they represent cities that are more similar to Okeechobee, and the significant difference in costs. Council Member Clark stated the combined years of water quality experience the Nason, Yeager, Gerson, Harris & Fumero, P.A. firm brings is a plus, and the City would spend less time on these contracts or issues.

## VII. NEW BUSINESS CONTINUED

Mr. John Fumero, a partner with Nason, Yeager, Gerson, Harris & Fumero P.A., addressed the Council explaining he has been practicing law for 31 years. He was the legal counsel for the South Florida Water Management District for approximately 15 years and worked alongside the firm who oversaw the formation of the Okeechobee Utility Authority (Attorney Michael Minton).

He has over 25 years of experience working with the agriculture industry, and is the attorney for Montura Estates, a small community in Hendry County. He briefly explained his rate proposal was to work at the hourly rate of \$275.00 for 60 to 90 days, after which the firm would be able to provide a better budget amount once the required number of hours have been established based on needs and priorities.

Mr. Bert Harris, a partner with Swaine, Harris & Wohl, P.A., addressed the Council and explained he has been practicing law in Lake Placid for 40 years. He has been the Town of Lake Placid's attorney for approximately 30 years and has handled ordinances, resolutions, and annexations. His firm did not submit a flat fee as they prefer hourly rates. Mr. Harris' normal rate is \$300.00 per hour, but government entities receive a reduced rate as there is not a collection problem with governments. The contract has an easy out clause; the City may terminate the contract at any time and for any reason with no advance notice. Attorney Swaine, and now his son, has represented the City of Sebring consistently for a total of 40 years. Attorney Wohl represents the City of Arcadia. The firm has also been representing Lykes Brothers' local divisions for 30 years.

**Council Members Abney, Clark, and Keefe voted: Aye. Mayor Watford and Council Member Jarriel voted: Naye. Motion Carried.**

### C. Discuss City Fire Services.

Attorney Cook distributed Attorney General Opinion No. 92-33 to the Council on December 10, 2019. Pursuant to Section 4, Article VIII of the Florida State Constitution, by law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law. To summarize, if the County contracts to perform firefighting, rescue and fire inspection services for the City, without being granted the ultimate power to supervise and control such services, there would be no referendum requirements. He also provided a copy of Florida Statute 125.0101 for reference.

As instructed at the December 3, 2019, meeting Administrator MontesDeOca followed up with County Administrator Chartier to obtain their specific questions in writing. They provided that it is understood the level of service requirements for the County would be to maintain and continue an ISO rating of 3 as well as the related fire protection and support services. The County requested limiting additional staff time usage on this issue until further information can be supplied, and requested the Council provide answers to the questions below.

**Contract or Assessment:** will the services be paid via a stand-alone fire services contract with the County, or would the cost be obtained via County's fire assessment, the same as with the unincorporated portions of the County? Council Members Clark and Jarriel prefer a Contract. Council Member Abney is not opposed to a Contract as long as it is structured properly to benefit the City. Council Member Keefe agreed with a Contract but later in the discussion stated the issue should be placed on the 2020 ballot as a referendum for the voters to decide. Mayor Watford favored the assessment as the City will have no control over a contract.

**Storage:** would the City's firehouse be available for storage of back-up/secondary equipment for the Okeechobee County Fire Rescue? Would a cost to the County be levied and if so, what would be the associated cost? Council Members Abney, Clark, Jarriel, and Keefe agreed this should be part of contract negotiations. Mayor Watford stated there is no advantage for the County to use the City's building for storage. He added the County Fire Chief stated at a previous meeting that the building is too far away.

## VII. NEW BUSINESS CONTINUED

Equipment: currently limited to the fire pumper truck, ladder truck, and other trucks only. Would the trucks be conveyed or sold to the County or would the City dispose of them via Govdeals? If sold to the County, at what cost? Mayor Watford, Council Members Abney, Clark, and Jarriel were not in favor of giving the equipment to the County. The price should be negotiated and would be based on whether a contract is adopted, suggesting a credit for a set number of years. Should it be by merger, then the equipment would be looked at differently. Council Member Keefe was not in favor of selling the equipment, only transferring what is needed.

Timeline: state date for services; although not an item of request, a proposed timeline would need to be established to allow both County and City adequate time to prepare for the change as well as calculate pensions. All Council Members agreed it should be October 1, 2020. Council Member Jarriel added should an agreement not be reached by then the City does not need to continue to pursue this. Council Member Keefe agreed but added decisions need to be made hastily so the City employees affected will know what to expect and can start making plans. He suggested the City consider placing this issue on the 2020 ballot as a referendum. 2020 is a presidential election year, which would produce a larger voter turnout over holding a special election. Mayor Watford disagreed as there are too many details to work out to be completed by that date. Administrator MontesDeOca clarified should a contract be generated, the pension liability payments and severance packages would be paid from the City's reserves, as the pension fund would not cover the costs.

The discussion then turned to negotiating a contract. Mayor Watford explained the figure provided at a previous County meeting by Chief Franklin was not accurate. There is still a need for inspection personnel, vehicles, space for additional staff, and it did not include certain equipment. The final figure has yet to be provided. The City will not be able to lower the millage rate because there is a cost of paying for the service by contract. Council Member Clark responded a consultant is needed to provide the City with exact costs. Mayor Watford explained it does not matter what a consultant says, it matters what the County says; the City is negotiating with the County. If the County says its going to cost \$850,000.00, the City either agrees or disagrees.

Fire Chief Smith posed the question of how the Council was planning to take care of his Department's employees who are not offered employment by the County. He continued explaining he has been advised that rank and seniority of those who may be offered employment will not be considered, and that is a major issue. Currently the County only requires two Firefighters on Fire Engines, the City requires three. There seems to be no consistency of service. He asked the Council to consider these questions when negotiating the contract, as there is no guarantee of employment for any employees of his Department. He added Paramedic certification takes a minimum of one year to complete, and there is no program to date that has stated they are willing to accommodate the Department's scheduling conflicts and call volume.

Mayor Watford then opened the floor for public comment. Mr. Michael O'Connor asked the Council to consider placing this issue before the voters as a referendum; the previous referendum failed.

Mr. Rick Giles asked the Council to consider covering the costs of additional training to the employees so they could be more marketable.

Mr. Gary Ritter stated he would vote no on a referendum to abolish the Fire Department. Based on conversations to date, no specific information has been provided on how this could save taxpayers money. He gave an example of how a municipality in Indian River County consolidated with the County; the first few years saved them money but now they are all paying more money. The City of Stuart decided to keep their Fire Department as that is what the citizens wanted. He explained he analyzed his property tax bill to determine the amount he pays each year for Fire Service. Approximately one-quarter of the ad valorem revenue is budgeted to fund the Fire Department. By taking one-quarter of the City taxes he pays (\$800.00), it comes out to approximately \$200.00 per year, or more specific 55-cents per day. He offered to pay an additional \$100.00 a year to keep the Fire Department.

**VII. NEW BUSINESS CONTINUED**

Mr. Noel Chandler asked the Council whether they will consider waiving the education contracts for Firefighters who go ahead and obtain their Paramedic certification. He urged the Council to consider the costs to the City in three to four years in the future with a contract, and suggested a better method would be to implement a Fire Assessment within the City to fund the Fire Department.

Council Member Jarriel reminded the public the City is not ready to vote on this issue this evening, but is continuing to gather data to determine whether costs can be reduced with the ultimate goal of lowering the millage rate. Mrs. Jennifer Tewksbury of the Okeechobee Economic Development Council agreed with Council Member Jarriel’s comments, adding she appreciates the research the City is doing for potential savings without losing services.

Mayor Watford cautioned the Council that once transferring services to the County is done, it is done; there would be no Firefighters left, the equipment would be sold, etc. The Fire Department is not like the Building Department. When it was contracted with the County it was very easy to cancel the contract and bring it back in house. Starting up Fire Services again, once removed, will be very expensive to the City taxpayers.

Mayor Watford summarized that Administrator MontesDeOca will be providing the following responses to the County: the majority supports a contract, the City needs to be provided a contract dollar amount, storage costs are negotiable, provide what credits will be given for the specific equipment on the first year of the contract, provide the County with a date of October 1, 2020, and confirm priority be given to City Staff that are properly qualified and trained as well as rank and seniority considered.

The Council, as previously discussed, supports the Fire Department moving forward with covering the cost for Paramedic certifications. Clerk Gamiotea will research the feasibility and time line for a voter referendum.

**VIII. COUNCIL COMMENTS**

Council Member Abney personally thanked Attorney Cook for his 31 years of service to the City. He also thanked Staff for all of their hard work and wished everyone a Merry Christmas.

Council Member Jarriel also thanked Attorney Cook. He expressed how proud he was to be from the City of Okeechobee complimenting the beautiful flag dedication ceremony and Christmas parade held this past week. He received compliments from South Florida Fair Board Scholarship Committee members who stated students interviewed from Okeechobee were the politest students they had interviewed.

Council Members Keefe and Clark congratulated Attorney Cook on his retirement and wished everyone a Merry Christmas.

**IX. There being no further items on the agenda, Mayor Watford adjourned the meeting at 7:53 P.M. The next regular meeting is scheduled for January 7, 2020, at 6:00 P.M.**

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.

## REIMBURSEMENT AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the CITY OF OKEECHOBEE, FLORIDA, **EMPLOYER**, and \_\_\_\_\_, **EMPLOYEE**, and is for the purpose of employee's guarantee to reimburse certain training or education expenses paid by the **CITY**, and includes the following:

**THIS IS A LEGALLY BINDING CONTRACT FOR EMPLOYEE TO REIMBURSE THE CITY OF OKEECHOBEE, FLORIDA FOR TRAINING/ EDUCATION EXPENSES ADVANCED BY THE CITY UNDER THE CONDITIONS SET FORTH BELOW. IF YOU ARE NOT CERTAIN AS TO YOUR LEGAL RIGHTS AND RESPONSIBILITIES, YOU SHOULD REVIEW THIS CONTRACT WITH LEGAL COUNSEL PRIOR TO EXECUTION.**

1. For the sufficient mutual considerations set forth herein, the undersigned **EMPLOYER** and **EMPLOYEE** enter into this contract on the date and time set forth above.
2. That the position held by **EMPLOYEE** with the City of Okeechobee may require from time to time that **EMPLOYEE** attend training/education/certification programs or classes, as a pre-requisite to continued employment with the **CITY**.
3. That the **CITY** agrees to advance the costs of such training/education/certification, including in its discretion, program fees, materials, travel, lodging, per diem, or other related expenses on behalf of **EMPLOYEE**.
4. That the several programs attended by **EMPLOYEE** may over the course of employment with the **CITY** occur over a period of several years and constitute a considerable expense by the **CITY** to properly train or certify its employees.
5. That by execution of this agreement, **EMPLOYEE** contracts and agrees, on behalf of him/herself, heirs, and personal representatives, that **EMPLOYEE** shall remain as a full-time employee with **CITY** for a continuous period of two (2) years following completion of any particular training/education/certification session for which the **CITY** advances the costs. Once **EMPLOYEE** completes such two years of employment, there shall exist no right of **CITY** to claim reimbursement for the expenses related to that session.



6. If, however, **EMPLOYEE** should voluntarily or involuntarily leave the employment of the **CITY** within the two year window measured from date of completion of a particular training session to date of separation from **CITY**, then **EMPLOYEE** agrees and shall reimburse the **CITY** in full for all expenses reasonably related to **EMPLOYEE'S** attendance at such training/education/certification session.
7. Such amounts of reimbursement due to **CITY** upon separation of **EMPLOYEE** shall be due in full without further demand or presentment, and **EMPLOYEE** authorizes **CITY** to withhold to the extent available, any accrued sick leave, unpaid overtime, annual leave, or other monetary benefit to which **EMPLOYEE** might otherwise be entitled upon separation of employment, to pay such reimbursement, with any excess remaining paid to employee.
8. If at the time of separation of employment, such reimbursement is not paid in full by **EMPLOYEE**, then **EMPLOYEE** agrees to pay in addition to **CITY** all reasonable costs of collection, including but not limited to attorney's fees, court costs and interest.
9. That **CITY** reserves the right, in its sole and absolute discretion, to waive all or part of any expense related to training/education/certification of any **EMPLOYEE** for reasons found to be sufficient by **CITY**.

Course Description: \_\_\_\_\_

Fees and Expenses: \_\_\_\_\_

\_\_\_\_\_

**EXECUTED** and agreed the date above set.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
CITY OF OKEECHOBEE, FLORIDA  
As authorized agent thereof  
(Department Head Signature)

ATTEST: \_\_\_\_\_  
Lane Gamiotea, City Clerk

Original-City Clerk's Office     Copy-Department     Copy-Employee

## EDUCATION REIMBURSEMENT AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF OKEECHOBEE, FLORIDA, **CITY**, and \_\_\_\_\_, **VOLUNTEER/AUXILIARY MEMBER**, and is for the purpose of **VOLUNTEER/AUXILIARY MEMBER'S** guarantee to reimburse certain training or education expenses paid by the **CITY**, and includes the following:

**THIS IS A LEGALLY BINDING CONTRACT FOR VOLUNTEER/AUXILIARY MEMBER TO REIMBURSE THE CITY OF OKEECHOBEE, FLORIDA FOR TRAINING/EDUCATION EXPENSES ADVANCED BY THE CITY UNDER THE CONDITIONS SET FORTH BELOW. IF YOU ARE NOT CERTAIN AS TO YOUR LEGAL RIGHTS AND RESPONSIBILITIES, YOU SHOULD REVIEW THIS CONTRACT WITH LEGAL COUNSEL PRIOR TO EXECUTION.**

1. For the sufficient mutual considerations set forth herein, the undersigned **CITY** and **VOLUNTEER/AUXILIARY MEMBER** enter into this contract on the date and time set forth above.
2. That the position held by **VOLUNTEER/AUXILIARY MEMBER** with the City of Okeechobee may require from time to time that **VOLUNTEER/AUXILIARY MEMBER** attend training/education/ certification programs or classes, as a pre-requisite to continued service with the **CITY**.
3. That the **CITY** agrees to advance the costs of such training/education/ certification, including in its discretion, program fees, materials, travel, lodging, per diem, or other related expenses on behalf of **VOLUNTEER/AUXILIARY MEMBER**.
4. That the several programs attended by **VOLUNTEER/AUXILIARY MEMBER** may over the course of employment with the **CITY** occur over a period of several years, and constitute a considerable expense by the **CITY** to properly train or certify its employees.

5. That by execution of this agreement, **VOLUNTEER/AUXILIARY MEMBER** contracts and agrees, on behalf of him/herself, heirs and personal representatives, that **VOLUNTEER/AUXILIARY MEMBER** shall remain as a **VOLUNTEER/AUXILIARY MEMBER** with **CITY** for a continuous period of two (2) years following completion of any particular training/education/certification session for which the **CITY** advances the costs. Once **VOLUNTEER/AUXILIARY MEMBER** completes such two years of service after such training/education session, and in any event once **VOLUNTEER/AUXILIARY MEMBER** has completed ten (10) years of continuous, uninterrupted service with the **CITY**, there shall exist no right of **CITY** to claim reimbursement for the expenses related to the training/education session.
  
6. If, however, **VOLUNTEER/AUXILIARY MEMBER** should voluntarily or involuntarily leave the service of the **CITY** within the two year window measured from date of completion of a particular training session to date of separation from **CITY**, then **VOLUNTEER/AUXILIARY MEMBER** agrees and shall reimburse the **CITY** in full for all expenses reasonably related to **VOLUNTEER/AUXILIARY MEMBERS** attendance at such training/education/certification session.
  
7. If at the time of separation of service, such reimbursement is not paid in full by **VOLUNTEER/AUXILIARY MEMBER**, then **VOLUNTEER/AUXILIARY MEMBER** agrees to pay in addition to **CITY** all reasonable costs of collection, including but not limited to attorneys fees, court costs and interest.
  
8. That **CITY** reserves the right, in its sole and absolute discretion, to waive all or part of any expense related to training/education/certification of any **VOLUNTEER/ AUXILIARY MEMBER** for reasons found to be sufficient by **CITY**.
  
9. The **CITY** reserves the sole right and discretion to determine the nature, and frequency, of any such training and education provided or offered to **VOLUNTEER/AUXILIARY MEMBER** while employed by **CITY**, and may accept or reject any proposed program suggested by any **VOLUNTEER/ AUXILIARY MEMBER**.

Course Description: \_\_\_\_\_

Fees and Expenses: \_\_\_\_\_

\_\_\_\_\_

**EXECUTED** and agreed the date above set.

\_\_\_\_\_  
Volunteer/Auxiliary Member

\_\_\_\_\_  
CITY OF OKEECHOBEE, FLORIDA  
As authorized agent thereof

ATTEST: \_\_\_\_\_  
Lane Gamiotea, City Clerk