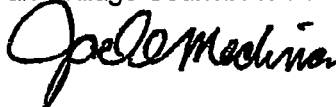


# Memo

**To:** Mayor Brennan, Mr. Couzzo and Village Council Members  
**From:** Joel Medina, Fire Chief   
**Date:** August 1, 2018  
**Re:** Interim Firefighter Contract for Christopher Baker

---

Tequesta Fire-Rescue has a vacancy for Interim Firefighter and has chosen Christopher Baker, who is the next ranking candidate on our current list of Interim Firefighter applicants.

Mr. Baker has accepted our offer of employment as an interim Firefighter under the terms of our customary Interim Firefighter Contract. The position has previously been budgeted for and the approval of this contract will be strictly a replacement of personnel and have no new financial impact.

It is respectfully requested the Interim contract for Christopher Baker be approved, commencing on July 31, 2018 for a three-year period, expiring on July 31, 2021.

Thank you for your consideration.

**Village of Tequesta  
Interim Employment Agreement**

THIS AGREEMENT is made and entered into this 31st day of July, 2018, by and between the VILLAGE OF TEQUESTA, a municipal corporation of the State of Florida (hereinafter referred to as "Village"), and **CHRISTOPHER BAKER**, an individual, (hereinafter referred to variously as "Employee" or "Interim Firefighter") as follows:

**Section 1. Duties**

The Village hereby agrees to hire Employee as an Interim Firefighter to perform the duties and functions of a Firefighter I, in accordance with the job position description attached hereto and marked as Appendix "A". Employee shall be subject to, and abide by, the Ordinances of the Village, the Village Employee Handbook, Florida Statutes and Federal laws governing Firefighters and Emergency Medical Technicians. Employee agrees to perform duties and responsibilities hereunder and such other reasonable duties and responsibilities as are assigned to him from time to time by the Fire Chief and/or the Village Manager.

**Section 2. Description of Position**

The Village has started an interim firefighter program to assist individuals in obtaining a career in the fire service and to assist individuals with higher education opportunities. Interim firefighters serve on an "as needed" basis as determined in the sole discretion of the Village. Interim firefighters serve at the will of the Village. Interim firefighters can be relieved of duty at any time for any reason or no reason.

Interim firefighters will receive a copy of the Village Employee Handbook and the Fire-Rescue Department's Policy and Procedure Manual at the time of initial employment. Interim firefighters are responsible for compliance with General Personnel Policies and Standards of Conduct as set forth in the Village Employee Handbook. However, other than rights and benefits specifically listed in this Agreement, interim firefighters are not entitled to any rights or benefits set forth in the Village's Employee Handbook, including, but not limited to, any grievance procedure rights.

**Section 3. Term**

This Agreement shall commence as of the date hereof and shall remain in effect for a period of three (3) years. This Agreement can be renewed for an additional three (3) year term by mutual consent of both parties. No modifications, changes or amendments to any provision of this Agreement can be implemented without express written agreement being executed by both parties.

Employee agrees that he is an at-will employee and will serve at the pleasure of the Village Manager and/or Fire Chief. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager or Fire Chief to terminate the services of the Employee. Employee agrees that he has no property rights in employment with the Village and does not have the right to file a grievance concerning any of the terms or conditions of this Agreement or otherwise.

Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employee to resign his employment with the Village, subject to the provisions with Section 4 (Termination).

#### **Section 4. Termination**

In the event that Employee is terminated before the expiration of the aforesaid term of employment for reasons other than moral turpitude, the Village agrees to pay the Employee for any accrued sick leave and vacation benefits in accordance with the provisions of the Village Employee Handbook applicable to full time Village employees. The Employee will also be eligible for his portion of the Education Assistance Funds (defined below) that he has earned, for a period of time up to twelve (12) months from his date of termination. Education Assistance Funds not utilized within this twelve (12) month time frame shall be forfeited to the Village.

If Employee is terminated for moral turpitude, he shall forfeit his accrued sick leave, vacation pay and education assistance funds.

If the Employee voluntarily resigns from the position of interim firefighter prior to the expiration of this agreement, Employee shall forfeit all accrued sick leave, vacation pay and education assistance funds to the Village as liquidated damages.

#### **Section 5. Salary**

The Village will compensate Employee at the prevailing minimum wage for all hours worked during his normal workweek. The normal workweek for Fire Department employees is forty-eight hours. This is based on working one hundred and forty-four (144) hours in a twenty-one (21) day cycle. The Village reserves the right to adjust the normal workweek hours as needed and in accordance with the Fair Labor Standards Act.

Employee will occasionally be needed to work extra hours. The Village provides compensation for extra hours worked at a rate of one and one-half (1-1/2) times the normal hourly rate of pay for all hours worked in excess of the normal work cycle. For the purpose of computing hours worked, annual leave, sick leave and time lost due to an on-duty injury shall be considered time worked.

Employee is entitled to receive any across the board increases granted to the non-unionized firefighters by the Village and his hourly rate of pay will be adjusted accordingly.

#### **Section 6. Benefits**

- a. **Vacation:** Employee will receive two weeks of paid vacation for each year Employee is employed under this interim program. At the successful completion of Employee's twelve-month probationary period Employee is entitled to use Employee's vacation leave in accordance with the policies governing such

usage. However, Employee will not be compensated for time off, if granted, during Employee's probationary period.

- b. **Sick leave:** Employee is entitled to Sick Leave benefits as applied to full time Village employees and in accordance with the policies governing such.
- c. **Holiday Pay:** The Village will provide Holiday Pay to Employee as they would to full time employees and in accordance with the policies governing such.
- d. **Health and Life Insurance:** Interim Firefighters are eligible for Village sponsored health care benefits. This coverage will be identical to the coverage plan offered to non-unionized employees.

Life insurance is provided, but only to the extent that is required by law.

- e. **Retirement benefits:** Employee is not eligible for Retirement Benefits.
- f. **Education Assistance:** Employee may earn up to a maximum of \$5,000.00 per year for education assistance ("Education Assistance Funds"). Education Assistance Funds are earned at a rate of \$1,250.00 per three months of employment. Therefore, if Employee works one three-month quarter under this program Employee is entitled to use the \$1,250.00 earned during the next quarter, or any time during Employee's employment, and up to twelve (12) months after the expiration of this contract.

Education Assistance Funds can be used for any tuition costs, book expenses or lab fees associated with Employee's higher education. There are no restrictions on the type of courses that the Employee can attend as these funds are to be considered Employee's money and Employee can use it for any courses, technical education or any type of degree Employee desires.

If the Employee is not State of Florida certified as a Firefighter and/or Emergency Medical Technician ***upon execution*** of this Agreement, the Village will ***advance*** Education Assistance Funds to pay for these certifications for the Employee. Once Employee is ***eligible to earn the Educational Assistance Funds, the Village will utilize these funds to reimburse the Village for the all costs associated with obtaining the Firefighter and/or Emergency Medical Technician certifications. After the Village is reimbursed,*** the employee may then earn and utilize Education Assistance Funds for the purposes set forth above.

- g. **Exchange of time:** Interim firefighters are eligible to exchange time with other employees as long it is in accordance with department guidelines. This procedure is for situations that cannot be scheduled around Employee's shift work, for the attendance of classes or for events that Employee has no control over.

- h. Incentive Pay:** Based on the department needs, the Fire Chief will determine whether or not a certified Interim Fire Fighter shall receive the Dive pay and the State Certified Inspector pay.

### **Section 7. Applicable Law and Waiver of Jury Trial.**

This Agreement shall be governed by and construed pursuant to the laws of the State of Florida. Employee irrevocably submits to the jurisdiction of such courts and waives any objection it may have to either the jurisdiction or venue of such courts. Further, Employee waives trial by jury if litigation is filed to enforce any terms of this Agreement. Venue shall be Palm Beach County, Florida.

### **Section 8. Severability.**

If any terms or part of this Agreement shall be determined to be invalid, illegal, or unenforceable in whole or in part by a court of competent jurisdiction, the validity of the remaining part of such term or the validity of any other term or provision of this Agreement shall not in any way be affected. All provisions of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law.

### **Section 9. Acknowledgment**

By signature below, Employee acknowledges that he has read this Agreement and has received a copy of the Village Employee Handbook and the Fire-Rescue Department's Policy and Procedure Manual, and agrees to accept the terms of Interim Employment described herein.

Christopher A. Baker  
Interim Employee Signature

7.23.2018  
Date

J. Meador  
Department Head Signature

7.24.18  
Date

J. Meador  
Human Resources Administrator

7/24/18  
Date

1  
Village Manager Signature

7-24-18  
Date

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT [Imcwilliams@tequesta.org](mailto:Imcwilliams@tequesta.org), OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.**