

Whereupon, Council member Weland moved that the following resolution be adopted:

**Resolution 2025-23**  
**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCED-EMT TRAINING REIMBURSEMENT AGREEMENT**

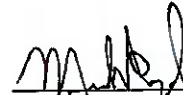
**WHEREAS**, the City Council of the City of Eagle Grove hereby consider the affixed Agreement Between the City of Eagle Grove and Jason Bittner; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Eagle Grove hereby approve this Resolution and authorize the Mayor and City Clerk to execute the Agreement with Jason Bittner to pursue A-EMT Certification for the Eagle Grove Emergency Medical Services Department.

The motion was seconded by Council member Axell and after due consideration thereof, the roll was called and the following Council members voted:

Ayes: Vandewater, Axell, Lorenzen, Limerick, Weland  
Nays:

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 18th day of February, 2025.

  
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Michael Boyd  
Mayor

ATTEST:

  
\_\_\_\_\_  
Bryce Davis  
City Administrator/Clerk

**ADVANCED EMERGENCY MEDICAL TECHNICIAN  
TRAINING REIMBURSEMENT AGREEMENT**

This agreement is entered into by the City of Eagle Grove, Iowa hereinafter referred to as "City" and Jason Bittner, hereinafter referred to as "Trainee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF Jason Bittner AS AN ADVANCED EMERGENCY MEDICAL TECHNICIAN, AND TO SPECIFY THE CONSIDERATION THAT Bittner PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT, WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON Jason Bittner.

1. **Training.** The City and the Trainee agree that the Trainee volunteers to attend the Advanced Emergency Medical Technician Course without pay at the expense of the City to receive certification as an Advanced Emergency Medical Technician in accordance with the State of Iowa. The City shall pay the Trainee's "total training expenses" as hereafter defined in paragraph 8.
2. **Post Training Work.** Trainee shall serve as an Advanced Emergency Medical Technician of the City after meeting all criteria needed to receive proper certification.
3. **Work Duration Required.** In consideration of the City's payment of Trainee's "total training expenses" as hereafter defined, Trainee agrees to work for the City as an Advanced Emergency Medical Technician for at least two years and volunteer at least 75 hours per month during the duration of the two-year period from the date when the Trainee completes all criteria needed to receive proper certification as an Advanced Emergency Medical Technician in the State of Iowa.
4. **Failure to Complete Training/Maintain Certification – Reimbursement.** In the event the Trainee does not successfully complete the Training or fails to achieve and maintain certification as an Advanced Emergency Medical Technician in the State of Iowa, Trainee shall reimburse the City for one hundred percent (100%) of the "total training expenses" which the City has incurred to that date in accordance with the terms set forth in this Agreement.
5. **Voluntary Resignation – Reimbursement.** In the event the Trainee voluntarily resigns from the City of Eagle Grove's EMS Department without having served as a certified Advanced Emergency Medical Technician as defined in paragraph 3, the Trainee shall reimburse the City for total training expenses incurred per the following Schedule:

The amount of reimbursement shall be determined as follows:

- i. The total reimbursement amount shall be prorated by the number of months remaining under this Training Reimbursement Agreement. Example: If the Trainee leaves after One Year or 50% of the Work Duration Required, the amount of reimbursement shall be 50% of the total amount provided in Exhibit A. If the Trainee voluntary resigns after 18 months, the Trainee shall reimburse the City of Eagle Grove for 25% of the total reimbursement amount found in Exhibit A.
6. **Dismissal from Work – Reimbursement.** If the Trainee is dismissed during the probationary period, or for cause before serving as a certified Emergency Medical Technician for at least two years, the Trainee shall reimburse the City for one hundred percent (100%) of the total training expenses incurred. If the Trainee is dismissed without cause (i.e., a reduction in force) by the City, the Trainee shall not be required to reimburse the City for any training expenses.

7. **Completion of Required Service.** If Trainee completes the work duration requirements as defined in paragraph 3 with the City as a certified Advanced Emergency Medical Technician, the Trainee shall be relieved of all obligation to reimburse the City for training expenses under this Agreement.
8. **Total Training Expenses.** The Trainee agrees that the following enumerated expenses that are incurred by the City, or that are incurred by the Trainee and reimbursed by the City, during the Trainee's training period shall constitute the "total training expenses" subject to Trainee reimbursement under this Agreement:
  - a. the City's expenditures for tuition and fees paid on behalf of the Trainee; and
  - b. The City's expenditures for a health physical and any other required health-related expenditures required by the Training; and
  - c. The City's expenditures for any books, software, accounts, or any material-related expenditures required by the Training.

An estimate of the costs of the "total training expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

9. **Training Reimbursement Payment Schedule.** Payment of training expenses owed to the City by Trainee under this Agreement shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum monthly payment	\$100
Annual Percentage Rate	3%

The first payment shall be due 30 days after Trainee's date of termination or resignation, and on the 1<sup>st</sup> day of each month thereafter. Interest shall commence with the Employee's date of termination or resignation and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

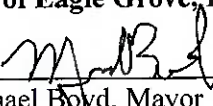
10. **Death of Trainee.** If during the Trainee's period of employment with the City the Employee is killed or permanently and totally disabled as defined by Chapter 85 of the Iowa Code, or dies of any cause not related to Trainee's work for the City, Trainee or Trainee's estate shall be relieved of all obligation to reimburse the City for training expenses under this Agreement.
11. **Amendment or Cancellation.** This agreement may be amended or canceled only upon agreement of both the City and the Trainee, made in writing and signed by both parties.
12. **Trainee Residence.** Trainee shall notify City of the Employee's place of residence while in the employ of the City and until such time as the debt for total training expenses is satisfied in full.
13. **Decertification.** If reimbursement is not made in accordance with this Agreement, the Trainee understands that the city may at its option seek Trainee's decertification as an Emergency Medical Technician. By execution of this Agreement, Trainee shall be deemed to have consented to such decertification, unless the Trainee initiates legal proceedings to contest any adverse action which triggers the reimbursement obligation, or to contest the required reimbursement amount calculated by the City, such proceedings to be initiated within 30 days of the City's demand for reimbursement.

14. **Purpose of Agreement.** This agreement is for the purposes of achieving certification for the Trainee by way of "sponsorship" through the Training program and for the purpose of receiving bona fide services from the Trainee to continue providing volunteer emergency medical services to the people of the City of Eagle Grove and Wright County.

15. **Severability.** In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, and they shall remain in full force and effect.

Executed this 20<sup>th</sup> day of February, 2025

**City of Eagle Grove, Iowa**

By:   
Michael Boyd, Mayor

Attest:

  
Bryce Davis, City Clerk

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[INSERT TRAINEE NAME], Trainee