

# GREENSBURG VOLUNTEER FIRE DEPARTMENT

## VOLUNTEER INCENTIVE AWARD PROGRAM

### C O N T R A C T

**GREENSBURG VOLUNTEER FIRE DEPARTMENT**, a Pennsylvania non-profit corporation (hereinafter referred to as “GVFD”)

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**FIREFIGHTER**, \_\_\_\_\_, Company # \_\_\_\_\_ (hereinafter referred to as “Recipient”), enter into the following Agreement:

**WHEREAS**, the Volunteer Fire Service is in short supply of dedicated and skilled Firefighters; and

**WHEREAS**, this recognition award and incentive program attempts to address and provide recognition and incentives for Greensburg Volunteer Active Firefighters who acquire their Firefighter I or Firefighter II - Professional Qualification/IFSAAC Pro-Board Certification;

**WHEREAS**, it is understood both the GVFD and Recipient agree that the underpinning of this program is also to provide incentives to address Volunteer Firefighter recruitment and retention as outlined in this Agreement;

**NOW, THEREFORE**, the parties understand and agree to the following terms and conditions:

1. The Recipient shall receive from the GVFD recognition of achievement for successfully completing the following Firefighter NBFS - Professional Qualification/IFSAAC Pro-Board Certification(s) acquired after July 1, 2016:

| <u>Amount</u> | <u>Certification</u>                    | <u>Board Certification Department</u>  |
|---------------|---|--|
| \$500.00      | <input type="checkbox"/> Firefighter I  | Certification of Successful Completion: Date: _____<br>Officer Approval: _____ |
| \$500.00      | <input type="checkbox"/> Firefighter II | Certification of Successful Completion: Date: _____<br>Officer Approval: _____ |
|               |   |  |

2. The Recipient shall provide evidence of passing and the certificate received, and any other required proof to show the successful completion of any one of the listed Pro-Board Certifications herein. Certifications acquired prior to July 1, 2016, do not qualify for any award under this Program.

3. Recipient recognizes that the amount paid is a nominal award/amount that does not make up for the loss of family time, personal activities, and other personal sacrifices for the Active Firefighter to acquire each one of the listed Certifications.

4. Upon signing this Agreement and upon accepting each recognized award, the Recipient/Firefighter agrees to the terms and conditions as follows:

A. Recipient agrees to be an Active Firefighter for five (5) continuous and full calendar years (January 1-December 31) in one of the Greensburg Volunteer Fire Companies for each award granted;

B. Recipient agrees they will respond to a minimum of ten (10%) percent of the Greensburg Volunteer Fire Company's alarms for each calendar year. Recipient agrees that failure to make the ten (10%) percent minimum in a calendar year shall require an approval in writing for an extension by a year of the terms of this Agreement, or the Firefighter shall be obligated to refund One Hundred and 00/100 (\$100.00) Dollars to the GVFD for each full calendar year not completing the ten (10%) percent requirement;

C. Recipient shall be an Active Member Firefighter in good standing in one of the Greensburg Volunteer Fire Companies and no other Volunteer Fire Companies or Departments; and

D. Upon receipt of a second or third award, the service obligation shall be reset to only a 5-year continuous full calendar term (as of the date of the specified second or third award, whichever is the most current).

5. The Recipient may be forgiven a year's requirement due to a calendar-long fire-service related disability or death that shall be at the discretion of the GVFD Board of Control.

6. If a Recipient ceases to be an Active Firefighter, fails to make the minimum requirements, or is terminated, dismissed, or refuses to meet the terms and conditions of this Agreement, Recipient shall refund \$100.00 for each of the five (5) full calendar year(s) that it was uncompleted/unfulfilled, with a six (6%) percent per annum interest

rate being accrued upon calculation. Interest shall be calculated from the date of this Agreement.

7. In the event of a breach of Agreement, Recipient agrees that all costs and six (6%) percent interest for any civil actions, Judgments, and Agreement enforcements, including attorney's fees incurred by the GVFD, shall be payable by Recipient and be included in any Judgment.

8. It is agreed that all of Greensburg Volunteer Fire Companies are third-party beneficiaries to the extent the Recipient must belong to a Greensburg Volunteer Fire Company for a minimum of five (5) continuous calendar years, must make a minimum of ten (10%) percent of that Fire Company alarms, and must maintain Active Member status in good standing.

9. The terms and conditions of paragraphs 6-7 of this Agreement shall survive any Membership termination and/or breach of contract by the Recipient.

10. This Contract contains the entire agreement of the parties relating to this Agreement and Program. No changes, modifications, or extensions may occur to any of the terms and conditions of this Contract unless the change or amendment is made in writing clearly stating the new terms or changes, and thereby signed and dated by each of the parties.

11. This Contract shall be governed by the Laws of the Commonwealth of Pennsylvania and shall be subject to the sole and exclusive Jurisdiction of the Court of Common Pleas of Westmoreland County, Pennsylvania.

**IN WITNESS WHEREOF**, the parties hereto set forth their hands and seals intending to be legally bound this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GREENSBURG VOLUNTEER  
FIRE DEPARTMENT

RECIPIENT/FIREFIGHTER

By: \_\_\_\_\_

By: \_\_\_\_\_

(Name Printed): \_\_\_\_\_

Company #: \_\_\_\_\_