

LAKE HAVASU CITY FIREFIGHTER/PARAMEDIC APPRENTICE PROGRAM CONTRACT

This Apprenticeship Contract (“Contract”) is entered into on January 5, 2026, by, and between Kadence Cesena, selected for the Firefighter/Paramedic Apprentice Program, (“Apprentice”) and Lake Havasu City, an Arizona municipal corporation, (“City”), collectively referred to as the “Parties.” The Parties agree as follows:

1. Employment: City appoints Apprentice and Apprentice accepts employment upon the terms and conditions in this Contract.
2. Term: This Contract and the term of the program commence on January 6, 2026, for a period of one year. This Contract may be renewed annually for a period up to five years, ending no later than December 31, 2031. Apprentice’s performance shall be reviewed, at a minimum, every six (6) months during this Contract.
3. Duties and Responsibilities: Apprentice agrees to perform the duties and responsibilities of the position as provided by the City’s Job Description and the operating policies and procedures of Lake Havasu City, the Fire Department, and the laws of the State of Arizona. Apprentice agrees to devote the time necessary for the effective and efficient performance of assigned duties. Apprentice shall have powers and authorities granted by the Fire Chief and applicable federal and state laws and regulations.
4. Compensation: During the term of this Contract, Apprentice will be compensated as follows:
 - 4.1 Hourly wage in the amount of \$18.00, paid in accordance with the City’s bi-weekly payroll schedule. Increases in the hourly wage for the Apprentice program are determined through a merit system and based on specific benchmarks outlined in the program. The hourly wage of the Apprentice may be adjusted in accordance with any wage stabilization or cost of living adjustment (COLA) increase provided to City employees as determined by the authorized budget.
 - 4.2 The Firefighter/Paramedic Apprentice is a FLSA 7 (k) exemption position and is eligible for overtime compensation in the event that the hours worked exceeds one hundred and six (106) hours per pay period (14-day cycle). Primary work schedule is continuous shift work at 24 hours on and 72 hours off. The apprentice will be compensated for working any recognized holiday by receiving 11.2 hours of Holiday OT pay at a wage rate of one and one half of their regular rate of pay. They will not receive compensation for any holiday not worked.
 - 4.3 Upon evaluation of Apprentice’s performance, if the performance rating is deemed as “needs improvement” or “unsatisfactory” the Apprentice will be placed on a Performance Improvement Plan and will not be eligible for any merit increases until the performance is deemed “Meets Expectations” or better.

4.4 Apprentice shall accrue paid time off and other leave benefits at current rate as outlined in the City's operating policies and procedures. If hired by the City as either a Firefighter/Paramedic Trainee or Firefighter/Paramedic and termination of this contract the available PTO balance will be transferred along to the new position. If the contract is terminated and the Apprentice is not hired into a different position with the City, the available PTO balance will be forfeited.

4.5 Apprentice will not receive pensionable benefits as part of their compensation package and are not entitled to the same benefits as classified employees.

4.6 Apprentice shall be entitled to group health insurance provided and available to non-public safety employees of City, provided they work more than 29 hours per week.

4.7 Subject to budgetary limitations and approval from the Fire Department, the City agrees to allocate funds for all tuition, fees, and materials associated with coursework in Fire and Emergency Medical Services (EMS). This funding will be sourced from the Fire Department budget and is contingent upon the Apprentice successfully completing the course or certification with a passing grade.

4.8 Subject to budget restrictions and when deemed necessary by or requested by the Fire Department, City agrees to pay for the reasonable travel, registration and subsistence expenses of Apprentice for professional and official travel, meetings and occasions adequate to continue the professional development of Apprentice.

4.9 All payments of wages due to Apprentice are subject to federal and state withholding taxes and other sums as City is required by law to withhold or deduct from Apprentice's wages.

5. Cancellation of Contract by City: It is expressly understood that the Apprentice continues at-will employment with the City at the pleasure of the Fire Chief and is not considered as a classified employee. The City may cancel this Contract without cause at any time and agrees to provide the Apprentice with a minimum of fourteen (14) calendar days advance written notice.

6. Cancellation of Contract by Apprentice: If Apprentice voluntarily cancels this Contract, Apprentice must give the City a minimum of fourteen (14) calendar days advances written notice, unless both Parties agree otherwise. Apprentice shall cease to be entitled to any further wages or benefits on/after effective date of cancellation.

7. Liability Insurance: City agrees to insure Apprentice through its comprehensive insurance coverage presently in effect, against any tort or professional liability claim, demand or other legal action, whether groundless or otherwise arising out of the performance of assigned duties for the City, with the exception of actions brought on behalf of City or criminal actions taken against Apprentice or any additional coverages not permitted under the law. Any attorney's fees, court costs, or other litigation-related expenses incurred in connection with the defense of the claim, demand, or lawsuit shall be paid for by City for all claims falling under the coverage provided by the City and permitted by law.
8. Indemnification: Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Apprentice against any obligation to pay money or perform or not perform an action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceeding including attorney's fees and any other liabilities arising from threatened, pending or completed action, suit or proceeding, whether civil, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Apprentice's duties or resulting from the exercise of judgement or discretion in connection with the performance of duties or responsibilities, unless the act or omission involved willful or wanton conduct. Apprentice recognizes that City shall have the right to compromise and settle any claim or suit unless it is of a personal nature. Further, City agrees to pay all reasonable litigation expenses of Apprentice throughout the pendency of any litigation to which the Apprentice is a party or witness to the City. Such expense payments shall continue beyond Apprentice's service to the City as long as litigation is pending.
9. Severability Clause: If any provision, or any portion, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
10. Final and Entire Agreement of the Parties: This Contract represents the final and entire agreement and understanding between the Parties, and any representations, negotiations, offers, proposals, promises or prior agreements are intended by the Parties to be integrated and merged herein and to be superseded by this Contract. This Contract may only be modified or amended through a written contract signed by the Parties and approved by the City manager.
11. Attorney's Fees: If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or other dispute concerning this Contract, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that proceeding, in addition to any relief to which it may be entitled.

12. Governing Law: This Contract is intended to be governed by and construed in accordance with Arizona law.

13. Jurisdiction and Venue: The Parties agree that any action brought by one party against the other arising out of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or any other dispute concerning this Contract, shall be brought in Mohave County Superior Court.

14. Signatures:

Date _____
Printed Name of Apprentice Kaden Cesena, [REDACTED]

Date _____
Jess Knudson, City Manager

APPROVED AS TO FORM:

Kelly Garry, City Attorney Date