

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**UPPER CAPTIVA FIRE & RESCUE DISTRICT**

**AND**

**JASON MARTIN**

This Employment Agreement, hereinafter referred to as "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the UPPER CAPTIVA FIRE & RESCUE DISTRICT, hereinafter referred to as "District", and JASON MARTIN, hereinafter referred to as "Martin".

**Witnesseth:**

WHEREAS, the parties desire to provide and enhance administrative stability, continuity, and the provision of fire protection and rescue services within the District by and through the employment of Martin as the Chief of the District; and,

WHEREAS, the parties desire to provide for certain procedures, benefits, requirements, and other terms of employment of Martin as the Chief of the District in a written Employment Agreement; and,

WHEREAS, Martin has now been employed by the District for a full calendar year; and,

WHEREAS, the parties desire to modify the terms of the original written Employment Agreement between the District and Martin through this new written Employment Agreement for the time period that begins on the effective date of this written Employment Agreement on October 1, 2019.

NOW, THEREFORE, the District and Martin, for the consideration herein specified, agree as follows:

**SECTION 1- DUTIES AND RESPONSIBILITIES**

Martin shall work for the District in the executive managerial position of fire chief and shall have charge of the administration and management of the District as provided by Florida law and all District ordinances, resolutions and policies adopted by the District Board of Commissioners. Martin shall devote sufficient time, attention, and energy to the business of the District to ensure the delivery of the fire protection and rescue services of the District. The

duties and responsibilities of Martin as the Chief of the District shall be in accordance with the terms of this Agreement, Florida law, and all ordinances, resolutions and policies that shall be adopted from time to time by the District Board of Commissioners. As the Chief Executive Officer of the District, Martin has a duty of loyalty to the taxpayers and the District Board of Commissioners and Martin shall work directly for and shall report directly to the District Board of Commissioners. Martin as the Chief of the District shall be the individual who is responsible for ultimately ensuring that the District is operating in accordance with all applicable laws and regulations. Martin shall serve as the spokesman for the District and shall represent the District in a wide variety of roles and responsibilities within the community. The duties and responsibilities of Martin as the Chief of the District shall include, but not be limited to, the essential duties and tasks and other obligations and requirements of the Chief of the District as outlined below and as described in the District's job description for the Chief's position, as said job description may be unilaterally amended from time to time in the future by the District Board of Commissioners, in their sole discretion.

In particular, the duties and responsibilities of Martin shall include, but not be limited to, the following:

- a. Act as Chief Administrative Officer and manager of the District and be responsible to the District Board of Commissioners for proper administration and management of all affairs of the District.
- b. Attend all meetings of the District Board of Commissioners at which Martin's attendance may be required by the District Board of Commissioners, except due to illness or other excused matters.
- c. Except for members of the District Board of Commissioners, appoint and remove, at any time, all officers, and employees of the District, subject to Florida law, the rules, regulations, and policies of the District, and the binding agreements of the District.
- d. Recommend for adoption by the District Board of Commissioners such measures as Martin may deem necessary or expedient to achieve and carry out the purposes and goals of the District.
- e. See that all laws, ordinances, rules, regulations, and policies of the District are faithfully executed.
- f. Prepare and submit to the District Board of Commissioners such reports as may be required.

- g. Keep the District Board of Commissioners fully advised of the financial conditions of the District and its future needs.
- h. Annually prepare and submit a preliminary or proposed District budget and work with the District Board of Commissioners in its analysis and review of the proposed budget.
- i. Respond to all emergency rescue calls, including emergency rescue calls from Lee County dispatch, while Martin is physically in the District (except for minor injury, rescue or medical calls) and otherwise as Martin is requested by the Chair of the District Board of Commissioners or as Martin deems appropriate. The parties acknowledge and agree that Martin must respond and actively participate in all emergency rescue calls (fire, rescue, and medical) in the District while he is physically present in the District because of the small number of certified firefighters and credentialed paramedics who are available in the District to respond to emergency rescue calls in the District at any particular time.
- j. Be responsible for the administration of each annual budget upon its adoption by the District Board of Commissioners.
- k. Perform such other duties, responsibilities and administrative/management functions as described in the job description for the Chief's position, Florida law and the ordinances, rules, regulations and policies of the District adopted by the District Board of Commissioners, as said job description for the Chief's position, Florida law and the ordinances, rules, regulations and policies of the District may be amended from time to time in the future by the State of Florida or the District Board of Commissioners.

## **SECTION 2 - TERM**

The District hereby continues the employment of Martin and Martin hereby accepts the continuation of his employment as the Chief of the District with an effective date of October 1, 2019, and with an ending date of September 30, 2022, subject, however to earlier termination as hereinafter provided. This Agreement may be extended and/or renewed upon the mutual written agreement of the District and Martin as an amendment to this Agreement.

The parties recognize and agree that Martin has been diligently working toward the completion of all of the requirements for Martin's actual receipt of his Florida Firefighters' Level II Certification from the State of Florida. Martin hereby affirms that on or about September 12, 2019, he has satisfied all of the requirements to receive his Florida Firefighters' Level II Certification from the State of Florida. The parties also recognize and agree that Martin has been

diligently pursuing the completion of all of the paramedic credentialing requirements of the District so that Martin becomes a credentialed paramedic of the District approved by the District's Medical Director. Martin agrees that he shall continue to use his best efforts to diligently pursue the completion of the requirements to actually receive an approval of the full paramedic credentials from the District's Medical Director so that Martin is fully credentialed to act as a paramedic of the District. The official notification and documentation confirming Martin's receipt of his Florida Firefighters' Level II Certification from the State of Florida and Martin's receipt of his paramedic credentials from the District's Medical Director has been, or shall, be provided by Martin to the Chairman of the Board of Commissioners of the District or the public records custodian of the District within fifteen (15) calendar days after Martin's first receipt of either his Florida Firefighters' Level II Certification from the State of Florida or his full paramedic credentials from the District's Medical Director.

### **SECTION 3 – TERMINATION**

This Agreement may be terminated by:

- (a) A mutual written agreement of the parties.
- (b) The retirement of Martin at the end of this Agreement term as described in Section 10(b) of this Agreement.
- (c) Termination of Martin's employment "for cause" but only pursuant to the following described procedure. Termination "for cause" shall be defined as termination which results from malfeasance, misfeasance or nonfeasance by Martin of his official duties and responsibilities or for the revocation of Martin's Florida Firefighters' Level II Certificate, once received, or for the revocation of Martin's paramedic credentials with the District, once received, or upon Martin's conviction of a felony or upon Martin's breach of any term of this Agreement, all of which shall be herein referred to as an act of "wrongdoing."

The procedure for terminating Martin "for cause" shall be initiated by a Commissioner filing a written statement into the record of a public District Board of Commissioners meeting alleging the act of wrongdoing by Martin. The said written statement must describe, in detail, the factual basis for the alleged wrongdoing by Martin. Upon the filing of the written statement alleging the wrongdoing by Martin during a public District Board of Commissioners meeting, the District Board of Commissioners shall be required to take official action to elect to pursue the investigation of said allegations by a favorable vote of no less than three (3) members of the District Board of Commissioners. Upon a vote of no less than three (3) members of the District Board of Commissioners in favor of pursuing an

investigation of the allegations of wrongdoing by Martin, a thirty (30) calendar day investigation period shall occur for the purpose of the parties gathering information to address the allegations of wrongdoing by Martin. A special District Board of Commissioners meeting shall be scheduled to be held at the end of the investigation period for the purpose of conducting a due process hearing on the matter as further described below. The District Board of Commissioners may hire an independent investigator to investigate the allegations of wrongdoing by Martin. If an independent investigator is hired, the independent investigator shall perform an independent investigation of the allegations of wrongdoing by Martin, including interviewing employees, elected officials and others, as appropriate, in the investigator's discretion, and the investigator shall issue a written report of his/her findings of fact and conclusions and recommendations, if any, concerning the alleged wrongdoing by Martin or any other acts of wrongdoing by Martin that the investigator discovers during the investigation. The investigator's written report shall be presented to the District Board of Commissioners and Martin at least seven (7) calendar days in advance of the special District Board of Commissioners meeting that is scheduled to be held at the end of the said thirty (30) calendar day investigation period. The investigator shall attend the special Board of Commissioners meeting referenced above to present his/her investigation report and to answer questions by the District Board of Commissioners or Martin, or their representatives, concerning whether Martin should be terminated "for cause" as a result of any wrongdoing by Martin. The thirty (30) calendar day investigation period can be extended for up to thirty (30) additional calendar days by either the District Board of Commissioners or Martin, unilaterally, upon the giving of written notice of an extension to the other party; however, the investigation period shall not exceed sixty (60) calendar days from the date the District Board of Commissioners first takes official action to pursue the investigation of any wrongdoing by Martin. At the end of the investigation period, the special District Board of Commissioners meeting that is scheduled at the end of the investigation period shall be conducted as a due process hearing in accordance with Chapter 120, Florida Statutes, where testimony is received and where the District Board of Commissioners shall decide the ultimate question of whether Martin should be terminated "for cause" as a result of any wrongdoing by Martin. In order to terminate Martin "for cause", the District Board of Commissioners must take official action to terminate Martin "for cause" during the special District Board of Commissioners meeting referenced above by a vote of approval of no less than a super majority (which is defined as seventy-five percent (75%)) of the District Board of Commissioners members present in favor of termination of Martin "for cause". If the District Board of Commissioners does not take official action during the special District Board of Commissioners meeting to terminate Martin "for cause", the matter shall be closed and no further action shall be taken by the District Board of

Commissioners regarding the alleged wrongdoing by Martin that was the basis for the initiation of the procedure for Martin's termination "for cause" unless new evidence is later discovered.

In the sole discretion of the District Board of Commissioners, the District Board of Commissioners present can elect, upon a simple majority vote, to suspend Martin during the investigation period. If the District Board of Commissioners takes official action to suspend Martin during the investigation period described above, Martin shall receive full compensation during the period of suspension up through the date the District Board of Commissioners takes official action to terminate or not terminate Martin "for cause" as described above. If official action to terminate Martin is not taken by the District Board of Commissioners at the special District Board of Commissioners meeting pursuant to the procedure described above, any temporary suspension of Martin shall be immediately cancelled upon the adjournment of said special District Board of Commissioners meeting.

- (d) Termination "without cause." Termination of this Agreement "without cause" shall be defined as termination of this Agreement by the District Board of Commissioners for any reason that is not otherwise described in this Agreement, or for no reason at all. Official action of the District Board of Commissioners to terminate this Agreement "without cause" shall require a vote of approval of no less than a super majority (which is defined as seventy-five percent (75%)) of the District Board of Commissioners members present in favor of termination. In the event this Agreement is terminated "without cause" as described in this provision, the District shall pay Martin a single lump sum cash payment in the amount of all of the remaining weeks of this Agreement's term, up to a maximum of Twelve (12) weeks, using Martin's hourly base wage rate of pay in effect at the time of the termination of this Agreement for payment of forty (40) hours of work per week. In the event this Agreement is terminated as described in this provision, the District shall also pay Martin a single lump sum cash payment in the amount of all earned and unused PTO leave hours, up to a maximum accrual of one hundred twenty (120) PTO leave hours, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement. A retirement by Martin or a resignation by Martin shall not be a termination under this Section 3(d). The District's single lump sum cash payment to Martin shall be made within thirty (30) calendar days of Martin's termination.
- (e) Job elimination. To terminate this Agreement for job elimination purposes, the District Board of Commissioners must take official action to eliminate Martin's job position and to terminate this Agreement upon a vote of approval of no less than a super majority (which is defined as seventy-five percent (75%)) vote of the District

Board of Commissioners members present in favor of termination. In the event this Agreement is terminated for job elimination, the District shall pay Martin a single lump sum cash payment in the amount of all of the remaining weeks of this Agreement's term, up to a maximum of twelve (12) weeks, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement, unless Martin is offered and accepts employment in a new entity that is replacing the District for the provision of the District's fire/rescue services, in which case the District shall only pay Martin the negative difference between the pay offered to Martin by the new fire/rescue services provider and the then current hourly base wage rate of pay of Martin under this Agreement for all of the remaining weeks of this Agreement's term, up to a maximum of twelve (12) weeks, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement for payment of forty (40) hours of work per week. In addition, the District shall pay Martin a single lump sum cash payment in the amount of all earned and unused PTO leave hours, up to a maximum accrual of one hundred twenty (120) PTO leave hours, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement. A retirement by Martin or a resignation by Martin shall not be a termination under this Section 3(e). The District's single lump sum cash payment to Martin shall be made within thirty (30) calendar days of the Chief's termination.

- (f) This Agreement may be terminated by Martin's voluntary resignation. In the event Martin elects to voluntarily resign his position with the District before the expiration of this Agreement, including early retirement by Martin, Martin shall give the District two (2) months' written notice in advance by serving the written voluntary resignation on the Chair of the District Board of Commissioners or on the District public records custodian, unless the District Board of Commissioners agrees otherwise. The parties recognize and agree that a written voluntary resignation by Martin cannot be rescinded once the written voluntary resignation is received by the Chair of the District Board of Commissioners or by the District public records custodian. In the event Martin voluntarily resigns, except for retirement which is addressed elsewhere in this Agreement at Section 10, the District shall pay Martin a single lump sum cash payment in the amount of all earned and unused PTO leave hours, up to a maximum accrual amount of one hundred twenty (120) PTO leave hours, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's single lump sum cash payment to Martin shall be made within thirty (30) calendar days of the termination of this Agreement.

## **SECTION 4 - DISABILITY**

The District will make short term off-duty disability insurance coverage available to Martin which provides for a seven (7) calendar day waiting period before any off-duty short term disability insurance benefits are paid and which provides for the payment of off-duty short term disability insurance benefits for up to twelve (12) calendar weeks from the date of the off-duty injury and which also provides for the payment of a short term off-duty disability insurance benefit at a maximum of \$600.00 per week during the benefit period for up to twelve (12) calendar weeks from the date of the off-duty injury. The District will make available the short term off-duty disability insurance coverage to Martin described above at a shared cost and expense where each party pays fifty percent (50%) of the short term off-duty disability insurance premium for the time period between October 1, 2019 and September 30, 2020, or the earlier termination of this Agreement. Beginning October 1, 2020 through September 30, 2022, or the earlier termination of this Agreement, the District will make available the short term off-duty disability insurance coverage to Martin described above at the District's sole cost and expense and at no cost or expense to Martin. Martin will keep the District Board of Commissioners informed as to the condition of his disability during his off-duty disability period. Martin's disability status will be reviewed at the end of every twelve (12) calendar weeks during any period of off-duty disability. At the end of the first twelve (12) calendar weeks (eighty-four (84) calendar days) after the occurrence of Martin's off-duty non-work related injury or illness, and at any time thereafter, if Martin is not able to return to full work for the District without any restrictions, the District Board of Commissioners can unilaterally terminate this Agreement. A unilateral termination of this Agreement by the District under this Section 4 shall not constitute a termination of Martin's Employment Agreement under Section 3 of this Agreement and Martin will not receive any termination pay from the District except that the District shall pay Martin a single lump cash payment in the amount of all earned and unused PTO leave hours, up to a maximum accrual of one hundred twenty (120) PTO leave hours, using Martin's hourly base wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's single lump sum cash payment to Martin shall be made within thirty (30) calendar days of Martin's termination. During the time period of an off-duty disability of Martin, Martin will not be paid by the District except to the extent that Martin elects to use his earned and unused PTO leave hours. During Martin's off-duty disability, Martin will receive the PTO benefit described in Section 8 of this Agreement and the health, dental and vision insurance benefits described in Section 9(a) of this Agreement; however, Martin shall not receive the District's retirement benefit described in Section 10(c) of this Agreement. Official action of the District Board of Commissioners to terminate this Agreement under this Section 4 of the Agreement shall require a vote of approval of no less than a super majority (which is defined as seventy-five percent (75%)) of the District Board of Commissioners members present in favor of termination.



## **SECTION 5 – SALARY**

Beginning October 1, 2019, Martin's annual base salary shall be Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), together with an increase in salary in the amount of the Consumer Price Index increase as described in the following sentences, said salary to be paid in twenty-four (24) equal semi-monthly payments per Agreement year, unless increased by the District or unless decreased in an amount equal to an across-the-board decrease in all of the District employees' salaries. Beginning October 1, 2019 and again on October 1, 2020 and again on October 1, 2021, Martin's annual base salary shall be increased by the same percentage increase as the increase, if any, of the Consumer Price Index for all urban consumers for the year ending June 30, 2019 and June 30, 2020 and June 30, 2021, respectively. The adjustment in Martin's annual base salary that is based upon a percentage increase in the annual Consumer Price Index shall be up to, but no more than, a maximum annual base salary increase of three percent (3%) per Agreement year. Martin's annual base salary shall be based on a forty (40) hour work week; therefore, Martin's beginning hourly base salary shall be rounded to Thirty-Six Dollars and 06/00 (\$36.06). In addition to Martin's annual base salary, Martin shall receive compensation at 1.5 times Martin's hourly rate of pay for hours worked in excess of forty (40) hours per week during emergencies that are declared states of local, state or national emergencies. The District will furnish a direct deposit payroll plan, as long as there is no expense to the District, for payroll deposits of Martin's pay at a bank or credit union of Martin's choosing.

Upon Martin's receipt of a Florida Firefighter's Level II Certificate from the State of Florida and upon Martin becoming fully credentialed as a District paramedic by the District's Medical Director, all as described in Section 2 above, the District shall pay the renewal fees of said Firefighter's Level II Certificate and said District paramedic credentialing, and the District shall also pay for the continuing education requirements to maintain Martin's Firefighter's Level II Certificate and Martin's credentialing as a District paramedic, throughout the term of the Agreement, as long as said credentialing fees and continuing education fees do not exceed the total annual budgeted amount approved by the District for said credentialing fees and continuing education fees.

Martin's salary described above includes all of Martin's hours worked for the District and Martin will not receive any extra pay in addition to the salary described above.

## **SECTION 6 – PERFORMANCE EVALUATION**

Annually, the District Board of Commissioners and Martin may define goals and performance objectives for Martin which are determined to be necessary for the proper operation of the District.

The District Board of Commissioners may review and evaluate the performance of Martin at least once annually on or in advance of the anniversary date of the Effective Date of this Agreement. Said review and evaluation shall be in accordance with criteria, including the goals and performance objectives, developed jointly by the District Board of Commissioners and Martin.

## **SECTION 7 – HOURS OF WORK**

It is recognized and agreed that Martin is employed as a salaried employee in an executive and managerial level capacity in a small public fire department which has less than five (5) fulltime firefighters; therefore, Martin is required to devote a great deal of time to the District outside of the normal forty (40) business hours and normal administrative work week of the District.

The District does not pay employees for any time off on any holidays. If Martin works on December 31, July 4, Thanksgiving Day or Christmas Day, he shall be paid at 1.5 times Martin's regular rate of pay for Martin's hours of work on the stated holiday for eight (8) normal business hours of work plus hours worked in excess of forty (40) hours per week during emergencies on the stated holiday.

The parties acknowledge that because of the small size of the District's revenue, the District's total number of Florida certified firefighters and paramedics available at any one time to respond to emergency calls is always at a minimum level; therefore, Martin agrees to work for the District and for the benefit of the residents, property owners and visitors of the District by temporarily residing in the District outside of Martin's normal work day hours, either at the fire station or at another location provided by the District, for two (2) consecutive calendar days, after which Martin will not be required to work for the District or be in the District for two (2) consecutive calendar days on a recurring basis throughout the Agreement term. The above described scenario where Martin works and resides in the District for a certain number of consecutive days and then has a certain number of consecutive days where he does not have to work or reside in the District is necessary for the District to properly respond to emergency rescue calls in the District outside Martin's normal work day hours with a proper number of emergency rescue personnel; therefore, Martin agrees to be present at all emergency rescue calls (except for minor injury, rescue or medical calls) both during Martin's normal work week schedule and outside Martin's normal work week schedule when Martin is in the District. The

parties agree that the above described scenario where Martin works and resides in the District for a certain number of consecutive days and then has a certain number of consecutive days where he does not have to work or reside in the District is the general pattern Martin will use in performing his work for the District; however, the parties also recognize and agree there may be occasions when it will be beneficial to the District for a change to be made in the above described work scenario for Martin and Martin has the authority to modify the above described scenario for Martin's performance of his work for the District where it is beneficial to the District, or at least not detrimental to the District. Martin will use his best efforts to schedule the performance of his work for the District to maintain a minimum staffing of four (4) paid Florida Certified Firefighters at all times in the District. Martin is authorized to perform his normal workday hours for the District during the calendar days that he is in the District. Unless Martin is swapping time with the Assistant Chief, which is allowed as long as there is no extra cost to the District, if Martin works outside his normal work schedule to fill a staffing vacancy caused by the absence of another District employee firefighter to maintain the District's minimum staffing of four (4) paid Florida certified firefighters at all times in the District, Martin will be paid the same pay the absent District employee firefighter would have received for working at the absent District employee's rate of pay for the hours Martin works to fill the staffing vacancy so that there will be no added expense to the District for Martin's work in the place of the absent District employee firefighter over what the District would have paid the absent District employee firefighter.

#### **SECTION 8 – PERSONAL TIME OFF (“PTO”) AND BEREAVEMENT LEAVE**

The parties agree that on October 1, 2019, and on October 1 of each calendar year of this Agreement thereafter, Martin shall be credited with fifteen (15) workdays (one hundred twenty (120) work hours) of PTO leave. One (1) day of PTO leave equals eight (8) hours of PTO leave. Any use of PTO leave in excess of seven (7) consecutive work days shall require Martin to acquire written pre-approval from the Board of Commissioners, at least thirty (30) days in advance of using the PTO unless the PTO is being taken for medical reasons in which case Martin shall be required to provide the Chair of the Board of Commissioners or the District's public records custodian with a written medical certification from Martin's physician as to the need of Martin to use additional PTO leave. On September 30, 2019, and on September 30, 2020, and on September 30, 2021, if Martin has any accrued and unused PTO hours, Martin can elect one (1) time on each September 30 referenced above to either carry forward up to twenty-four (24) PTO hours of his accrued and unused PTO hours to the next year of the Agreement term or Martin can elect to be paid the cash value of up to twenty-four (24) PTO hours of his accrued and unused PTO hours, but not both. If Martin elects to be paid the cash value of up to twenty-four (24) PTO hours of his accrued and unused PTO hours, the District shall pay Martin on or before October 31 of the same calendar year that he makes his election. Any accrued and unused PTO hours on each September 30 referenced above that Martin cannot or does not either

elect to carry forward to the next Agreement year or elect to be paid the cash value of shall be automatically extinguished and no longer available to Martin or of any value. Except for the PTO hours Martin may elect to carry forward on September 30, 2019, September 30, 2020, or September 30, 2021, to the next Agreement year, which can only be used during the next Agreement year in addition to the annual accrual of one hundred twenty (120) PTO hours on October 1 of each Agreement year, Martin cannot accrue more than one hundred twenty (120) hours of PTO leave at any time and any PTO hours accrued over one hundred twenty (120) hours of PTO leave shall be automatically extinguished and no longer available to Martin or of any value. Martin cannot use PTO for other than medical reasons if it is going to result in the District's minimum manning dropping below four (4) paid Florida certified firefighters unless Martin has first arranged for the alternate Florida certified firefighter staffing that is necessary to maintain a minimum staffing of four (4) paid Florida certified firefighters during Martin's absence or unless Martin has acquired written pre-approval from the Board of Commissioners, at least thirty (30) days in advance of using the PTO. The District agrees to provide Martin with seven (7) paid leave work days (fifty-six (56) work hours) per occurrence for bereavement leave in the event Martin suffers the loss of his spouse, child or spouse's child, or in the event of a death in his immediate family which is defined as Martin's mother, father, sister, brother, grandchildren, grandparents, or stepparents, and those of Martin's spouse. Also included are other relatives living in Martin's immediate household.

#### **SECTION 9 – HEALTH, DENTAL, VISION, LIABILITY AND OTHER INSURANCE**

- (a) Martin shall receive from the District the same health, dental, and vision benefits received by the other full-time paid District employees. Currently, the District provides health, dental and vision insurance benefits through Lee County, Florida for the Chief's job position. The District will pay the health, dental, and vision insurance premiums for Martin and his spouse to participate in the District's health, dental, and vision insurance coverages during the term of this Agreement. In the event Martin and Martin's spouse elect to not participate in the District's health, dental, and vision insurance coverages and instead to have comparable health, dental, and vision insurance coverages provided to them through Martin's spouse's employment, the District will pay to Martin the same dollar amount as the District's monthly health, dental, and vision insurance premium the District would have been paying for Martin and his spouse to participate in the District's insurance coverages on a monthly basis, at the same time the District pays Martin his first bi-monthly base salary payment every calendar month that Martin and his spouse elect to not participate in the District's health, dental, and vision insurance coverages as described above, during the term of this Agreement. The District can unilaterally elect at any time to change insurance carriers as long as the health, dental and vision insurance coverages and benefits are comparable to the current coverages and benefits.

- (b) The District shall furnish and provide Martin with comprehensive general liability insurance and errors and omissions coverage applicable to all acts or omissions of Martin arising out of his employment. Policy limits of said insurance shall be set by the District.
- (c) The District agrees to comply with the requirements of § 112.191(2)(f), Florida Statutes, as amended in the future, regarding payment of health insurance coverage for the dependents of Martin if he is killed in the line of duty as outlined in the Florida Statutes.

#### **SECTION 10 – RETIREMENT**

- (a) In the event Martin officially retires at or before the end of this Agreement term, said retirement shall constitute an automatic termination of this Agreement and the District shall pay Martin a single lump sum cash payment in the amount of all earned and unused PTO leave hours, up to a maximum accrual amount of one hundred twenty (120) PTO leave hours using Martin’s hourly base wage rate of pay in effect immediately prior to the date of Martin’s retirement. The District’s single lump sum cash payment to Martin shall be made within thirty (30) calendar days of the Chief’s official retirement and the termination date of this Agreement.
- (b) The payment to Martin described in this provision is the exclusive payment to Martin in the event Martin elects to officially retire at or before the end of this Agreement term and is not in addition to any termination pay, if any, described elsewhere in this Agreement.
- (c) The District agrees to pay ten percent (10%) of Martin’s semi-monthly base salary into an IRS deferred compensation plan “457 Plan” for Martin, to be paid into Martin’s 457 Plan at the same time the District pays Martin’s base salary on a semi-monthly basis.

#### **SECTION 11 – DUES AND SUBSCRIPTIONS**

The District recognizes the benefit to the District of Martin participating in professional organizations; therefore, the District agrees to budget and pay for the professional dues and subscriptions of Martin for his continuation and full participation in national, state and local associations and organizations that are necessary and desirable for his continued professional growth and advancement, as approved by the District’s Board of Commissioners, in advance.

## **SECTION 12 – PROFESSIONAL DEVELOPMENT**

- a. The District may budget and pay the reasonable travel and expenses of Martin for professional and official travel, meetings and occasions that are adequate to continue the professional development of Martin and that enable Martin to adequately pursue necessary official functions and other functions for the District, subject to the prior written approval by the District's Board of Commissioners.
- b. The District may budget and pay for the reasonable travel and expenses of Martin for short courses, institutes and seminars that are necessary and desirable for his professional development and for the good of the District, subject to the prior written approval by the District's Board of Commissioners.
- c. The District may budget and pay the tuition and expenses for educational materials for accredited post-graduate academic course work in a discipline related to Martin's position, subject to the prior approval by the District's Board of Commissioners in accordance with the policies and procedures of the District.

## **SECTION 13 – UNIFORMS AND PROTECTIVE CLOTHING**

The District shall provide Martin with all necessary safety equipment, including NFPA approved structural firefighting protective coat, trousers, boots, gloves, P.A.S.S. device, and hood as well as OSHA approved helmet and goggles. Martin will wear the District's standard "officer's" uniform shirt and attire while on duty and/or responding to calls and/or otherwise working for or representing the District.

## **SECTION 14 – GENERAL EXPENSES**

The District recognizes that certain expenses of a non-personal and job-related nature are incurred by Martin and hereby agrees to reimburse or pay said job related expenses in accordance with the policies and procedures of the District, subject to the prior approval by the District Board of Commissioners.

## **SECTION 15 – INDEMNIFICATION AND BONDING**

Except for criminal acts, the District shall defend, hold harmless and indemnify Martin against any and all claims, torts, professional liability claims or demands or other legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Martin's duties. Martin shall be covered under the District's liability insurance policies for covered acts or omissions occurring in the performance of duties as a

District official at no expense to Martin. The District shall be responsible for all costs, including but not limited to lost time and wages of Martin and Martin's legal expenses for his separate legal counsel, incurred as a result of the defense, prosecution, judgment or settlement of claims and suits, during the term of this Agreement or thereafter, arising in connection with the performance of Martin's duties as a District official. The District shall bear the full cost of a public official bond that is required of Martin under any law or ordinance.

#### **SECTION 16 – SAVINGS CLAUSE**

In case any one or more of the provisions of this Agreement, or any amendment or supplement hereto, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, or any amendment or supplement hereto, but this Agreement, or any amendment or supplement hereto, shall be construed and enforced as if such illegal or invalid provision had not been contained herein. The parties agree to immediately renegotiate any provision of this agreement that is held to be illegal or invalid.

#### **SECTION 17 – APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this Agreement, the parties agree that venue shall be in Lee County, Florida.

#### **SECTION 18 – BINDING EFFECT ON SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto to the fullest extent authorized by law. In particular, the merger or consolidation of the District with any other party shall bind said party to the terms of this Agreement as a successor of the District.

#### **SECTION 19 – NOTICES**

Notices pursuant to this Agreement shall be given by registered or certified mail to the parties at their last known address. The date of delivery of such notice shall be deemed to be three (3) days after the date of mailing thereof. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice and notice shall be deemed given as of the date of personal service.

#### **SECTION 20 – SECTION HEADINGS**

The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

**SECTION 21 – ENTIRE AGREEMENT/SUPERSESSION**

This written Agreement contains the entire Agreement concerning the employment arrangements between the District and Martin for the position of Chief and supersedes any prior written or oral Agreements, as of its effective date. This Agreement may not be modified or amended except by a written instrument signed by both parties.

**SECTION 22 – EFFECTIVE DATE**

This Agreement shall become effective on October 1, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to all necessary legal action, on the date described by each party below their signature.

**UPPER CAPTIVA FIRE & RESCUE  
DISTRICT**

**CHIEF**

By: \_\_\_\_\_  
WILLIAM BYRNES, CHAIR

By: \_\_\_\_\_  
JASON MARTIN

Date: \_\_\_\_\_

Date: \_\_\_\_\_