

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the UPPER CAPTIVA FIRE PROTECTION AND RESCUE SERVICE DISTRICT, an independent special fire district, as the Employer, with a principal place of business located at 4511 Hodgepodge Ln, North Captiva, FL 33924 (hereinafter referred to as the “DISTRICT”) and JESSE JAMES COTTRELL (hereinafter referred to as "COTTRELL").

WHEREAS, on or about 20 June 2025, the DISTRICT’s Fire Commission determined that COTTRELL possessed the skills, abilities, knowledge and experience to serve as the DISTRICT’s next full-time Fire Chief; and

WHEREAS, it is the desire of the DISTRICT and COTTRELL to enter into an Agreement that memorializes the parties’ mutual duties and responsibilities with respect to the Fire Chief position; and

WHEREAS, the purpose of this Agreement is to: (1) provide certain benefits to, establish certain conditions of employment for and set working conditions of COTTRELL in the Fire Chief position; (2) provide inducements that secure and retain the services of COTTRELL as the Fire Chief; and (3) provide a means for the DISTRICT to terminate COTTRELL services should circumstances warrant such action; and

WHEREAS, it is the desire of COTTRELL to serve as the DISTRICT’s Fire Chief pursuant to the contractual terms provided for herein.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

SECTION I – TERM /TERMINATION/RENEWAL/SEPARATION/SEVERANCE

- A. Recitals: The above recitals are true and correct and are incorporated herein by reference.
- B. Term: Unless otherwise extended, renewed, or terminated as provided for in this Agreement, the initial term of this Agreement shall commence at 10:00 a.m. on 30 July 2025, and shall expire at 9:59 a.m. on 30 July 2028.
- C. Termination: This Agreement shall expire by its own term or upon the office of the Fire Chief becoming vacant. Additionally, the Agreement may be terminated by COTTRELL or by the DISTRICT in the following ways:
 1. Termination for “cause”:
 - a. The DISTRICT may terminate COTTRELL for cause at a duly-noticed public meeting. Such termination shall be by an affirmative vote of at least four (4) members or 75% of the DISTRICT’s Board of Fire Commissioners.
 - b. “Cause” is defined as follows:

- i. COTTRELL has been arrested for, charged with, placed in a court-sanctioned diversionary program for, sentenced for, convicted or adjudged guilty of, or plead no contest to, any felony or misdemeanor offense; or
 - ii. COTTRELL files to run for, or is elected or appointed to the DISTRICT's Board of Fire Commissioners; or
 - iii. COTTRELL is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds or gross neglect of duty; or
 - iv. COTTRELL fails or refuses to comply with any DISTRICT policy, practice, or procedure or a direct lawful instruction given by the DISTRICT's Board of Fire Commissioners; or
 - v. COTTRELL becomes incompetent or otherwise permanently unable to perform official duties of the position; or
 - vi. COTTRELL receives a determination of total and permanent physical or mental disability; or
 - vii. COTTRELL has been found to have committed misconduct as defined in Florida Statutes §443.036(29); or
 - viii. COTTRELL has been found in violation by the Florida Commission of Ethics to (1) have directly or indirectly (personally or through an immediate family member) accepted gifts or gratuities in excess of \$100; (2) have directly or indirectly (personally or through an immediate family member) accepted gifts or gratuities in furtherance of influencing official government action regardless of amount or value; or (3) be otherwise in violation of state reporting or ethics laws, rules, precedent, including those outlined in Chapter 112, Florida Statutes; or
 - ix. COTTRELL has been found to have misused his public position or breached the public trust; or
 - x. COTTRELL breaches the terms of this Agreement; or
 - xi. COTTRELL tests positive for or is under the influence of any controlled substance, drug, or other substance prohibited by state or federal law; or
 - xii. COTTRELL retires or resigns.
2. Termination "without cause". The DISTRICT may terminate COTTRELL without cause by an affirmative vote of at least four (4) members or 75% of the DISTRICT's Board of Fire Commissioners at a duly-noticed public meeting.
 3. Applicable Termination Policy. The Parties agree that the provisions governing termination set forth herein are the governing policy applicable between the DISTRICT and COTTRELL and that no other agreements, entitlements, hearings, proceedings, mechanisms, or procedures for appeal or relief are available. To the extent necessary, the Parties waive their rights and opportunities to grieve, appeal, or otherwise challenge any decision regarding termination taken in accordance with this Agreement.
 4. Resignation or retirement by Fire Chief. If COTTRELL desires to resign or retire during the term of this Agreement, he shall provide at least sixty (60) days written notice to the

DISTRICT. If COTTRELL resigns or retires prior to the expiration of the Agreement or any extension thereof, he shall be paid at his then rate of pay for all work performed pursuant to this Agreement during said sixty (60) day period. Additionally, if COTTRELL resigns or retires without providing the DISTRICT written notice of at least sixty (60) days such action shall constitute a breach of this Agreement, and COTTRELL shall pay the DISTRICT a single lump sum cash payment of \$23,000 as liquidated damages. The Parties agree that the DISTRICT shall be entitled to the aforementioned liquidated damages as compensation for the disruption an unexpected departure of the Fire Chief position will create within the DISTRICT's organization. The liquidated damage amount set forth above is not a penalty, but it is a fair and reasonable estimate of the monetary damages and losses the DISTRICT will incur from an early termination without adequate written notice from COTTRELL. The above reference liquidated damage amount was determined considering anticipated costs and expenses to the DISTRICT that include, but are not limited to, the following: recruitment costs, lost productivity, overtime payments to other employees, and potential housing expenditures by the DISTRICT. Liquidated damages shall be the DISTRICT's sole and exclusive remedy against COTTRELL for an early termination without adequate written notice, and the DISTRICT waives its right to seek actual damages for COTTRELL's breach. Payment of the liquidated damages provided herein, shall be made to the DISTRICT within 15 days of COTTRELL's last day of DISTRICT employment.

5. Termination by mutual agreement. This Agreement may be terminated by mutual agreement of COTTRELL and the DISTRICT in writing upon such terms and conditions as may be mutually beneficial.
- D. Benefit Accrual. In all instances associated with the termination, retirement or resignation of COTTRELL as the Fire Chief, COTTRELL shall be entitled to all earned and accrued benefits specifically provided for in "Section IV- Benefits".
- E. Severance. "Severance pay", as used herein, shall mean the actual or constructive compensation, including wages and benefits as defined by Florida Statutes §215.425(4). If this Agreement is terminated "without cause" during the first year (30 July 2025 through 30 July 2026) of the initial term of the Agreement, as described in this provision, the DISTRICT shall pay COTTRELL a single lump sum cash payment of twelve (12) weeks of COTTRELL'S set hourly wages per pay period in effect at the time of the termination of this Agreement. The DISTRICT shall also pay COTTRELL a single lump sum cash payment in the amount of all earned and unused personal time off ("PTO") balances, up to a maximum of ten (10) PTO days, using 1/10th of COTTRELL'S base wages earned per pay period over the duration of the Agreement at COTTRELL'S regular rate of pay in effect immediately prior to the date of termination of this Agreement as the amount owed per earned but unused PTO day. COTTRELL shall not be eligible for Severance Pay if COTTRELL is "terminated for cause" as contemplated in I.C.1., above, at any time during this Agreement.
- F. Extension: COTTRELL and the DISTRICT may agree at any time to extend this Agreement for additional timeframes in excess of the dates set forth herein. Such extensions or renewals shall be evidenced in writing by a written amendment to this Agreement executed by both parties.

SECTION II – DUTIES

- A. COTTRELL is employed as the Fire Chief of the DISTRICT as an hourly paid employee in an executive and managerial level capacity in a small public fire department that has less than five (5) fulltime firefighters. As the chief executive for the DISTRICT, COTTRELL shall follow all DISTRICT policies, perform management duties including those defined in 29 C.F.R. 541.102 when applicable, and otherwise perform the customaries duties of a Fire Chief of a small public fire department.
- B. COTTRELL shall also engage in fire protection activities as that term is defined in 29 C.F.R. 553.210, including as a firefighter or paramedic who is trained in fire suppression, has legal authority and responsibility to engage in fire suppression; who is engaged in the prevention, control, and extinguishment of fires and who responds to emergency situations where life, property, or the environment are at risk; when such events occur in COTTRELL’S duties as Fire Chief. COTTRELL shall maintain all credentials necessary to ensure that he is able to engage in fire protection activities as described herein.
- C. COTTRELL shall work as follows:
1. COTTRELL shall work ten (10) regular work shifts during the 14-day pay period, with a minimum of eight (8) “office days” in the Station. The Fire Chief shall be responsible for setting the dates and times that each ”office day” shift begins and ends. COTTRELL shall schedule these shifts with at least 5 shifts within each individual seven (7) day week during the pay period. During these shifts COTTRELL shall be expected to perform the chief executive and managerial duties of the DISTRICT but shall also be expected to respond to calls for service during these scheduled shifts, including, but not limited to fire calls. COTTRELL shall have discretion to either call off calls or to not respond to non-serious calls during such shifts.
 2. COTTRELL shall also be on-call at all times that there is not another individual serving in the capacity of an Acting Fire Chief for the DISTRICT. During such on-call time, COTTRELL shall be able to be on-call from his home or elsewhere on the island away from the DISTRICT station and other than responding to a call for service from time to time shall have no other restrictions to his daily life except that he must remain on Upper Captiva Island during these times. COTTRELL shall promptly respond to all fire calls when he is on-call but shall possess discretion whether to respond to medical and other non-fire calls. COTTRELL shall not be required to monitor calls for service when he is on-call but shall be available by phone or radio.
 3. COTTRELL shall be responsible for scheduling all staffing of the DISTRICT in conformance with ISO standards. COTTRELL’S on-call time shall be considered to satisfy ISO standards so long as he maintains all credentials necessary to meet ISO standards. COTTRELL shall publish and provide to the Fire Commission a monthly calendar indicating his on-duty Fire Chief days. Notwithstanding the foregoing, COTTRELL can fill a staffing vacancy caused by the absence of another DISTRICT firefighter when he is not on-duty as the Fire Chief to maintain the DISTRICT’s minimum staffing of four (4) paid Florida certified firefighters in the DISTRICT initially responding

to a fire call.

4. COTTRELL is entitled to and shall schedule a part-time fire chief for all days he wishes to: (1) not be scheduled for a set shift or be on-call or (2) when using accrued paid time off (PTO). COTTRELL shall be entitled to four (4) such days per pay period where he is not on a scheduled shift or on-call and not required to use accrued but unused paid time off (PTO).
5. COTTRELL shall promptly respond to any call for service for a fire when he is on Upper Captiva Island, which the parties stipulate is a rare event based on a review of past calls for service over the past several years, regardless of whether he is working, on-call, or using PTO. In the event a bona fide fire call is dispatched during a time when COTTRELL is utilizing paid time off (PTO), COTTRELL shall be credited with a full day of paid time off (PTO). COTTRELL shall be paid for any time he actually responds to such a dispatched fire call.
6. COTTRELL shall be expected to keep an accurate time sheet and submit it to the Chair of the DISTRICT's Board of Fire Commissioners for each pay period in conformance with the DISTRICT's normal time keeping and payroll practices that reflects all time worked during said pay period, including scheduled time and time actually spent working during on-call time or while responding to a fire call while utilizing paid time off (PTO).

SECTION III – COMPENSATION

- A. Base Wage: COTTRELL shall be paid an hourly base wage of \$36.28 per hour, for up to 106 hours per pay period (“Regular Rate”), payable in installments at the same time and in the same manner as other employees of the DISTRICT, as follows.
 1. COTTRELL shall be guaranteed a minimum of one hundred and six (106) hours per pay period at the Regular Rate for any work COTTRELL performs while working a scheduled shift or on-call, regardless of whether he actually works said hours. COTTRELL shall be responsible for responding to calls and working in the manner described in Section II.C.2. and II.C.5., above. COTTRELL shall be responsible for recording his hours and submitting them to the Chair of the Board of Fire Commissioners following each pay period so that the Board of Fire Commissioners can ensure that COTTRELL is compensated in conformance with law.
 2. COTTRELL shall be paid at the rate of one and one-half times the Regular Rate for all actual hours worked during the 14-day pay period in excess of 106 hours (“Overtime Rate”). The Overtime Rate is \$54.42 per hour (1.5 x \$36.28).
- B. Hourly Wage Increase: Base hourly wages shall increase to \$39.91 during the second year of the contract (30 July 2026 through 30 July 2027) and shall increase to \$43.54 during the third year of the contract (30 July 2027 through 30 July 2028).

C. Tools of Trade: The DISTRICT shall provide COTTRELL with the necessary tools of the trade to perform his duties. Such tools of the trade shall include, but not be limited to, the following: uniforms, firefighting gear, desktop computer, and radio communication equipment.

D. Professional Dues, Travel and Job-Related Expenses:

1. The DISTRICT shall pay reasonable professional dues and subscriptions of COTTRELL that are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement that are pre-approved as part of the annual budget development.
2. The DISTRICT shall pay reasonable applicable travel and per diem expenses of COTTRELL pursuant to Florida Statutes §112.061, for short courses, institutes and seminars that are necessary for employee's professional development and for the benefit of the DISTRICT that are pre-approved by the Board of Fire Commissioners.
3. COTTRELL shall keep the Board of Fire Commissioners apprised of all travel plans that cause COTTRELL to be away from the DISTRICT for more than a forty-eight (48) hour (2 day) time period.

SECTION IV – BENEFITS

Effective 30 July 2025, COTTRELL shall be vested with ten (10) days of paid time off (PTO). There are no other paid holidays or sick leave allowances provided for during the term of the Agreement. With the exception of the paid time off benefits enumerated herein, COTTRELL shall be provided all other benefits available to other full-time employees, if any. Specifically, COTTRELL is eligible for the following benefits: (1) an insurance allowance of \$24,000/year, payable in 26 installments each pay period, that is provided in lieu of District-provided health care insurance for employee and spouse and (2) a contribution to a retirement savings benefit plan of COTTRELL's choosing and management of \$12,500/year, payable in 26 installments each pay period. In the event that COTTRELL elects to participate in the District's employee and spouse health care insurance plan, then the annual monetary allowance payable to COTTRELL in installments as set forth above will cease. To the extent COTTRELL elects to participate in all or portions of the enumerated DISTRICT employee benefit plans, COTTRELL'S participation shall be in accordance with the same terms of any such plan or policy that apply to other full-time District employees.

SECTION V – RESIDENCY & HOUSING

COTTRELL acknowledges and understands that proximity to the DISTRICT is of critical importance to providing oversight on a scene when fire or other emergency incidents arise within the DISTRICT. Accordingly, COTTRELL hereby agrees to reside on Upper Captiva Island within the Upper Captiva Community, north of the State Preserve. The DISTRICT shall provide a suitable residence for COTTRELL, including cost of electricity, by rent, purchase, or new construction. COTTRELL will be responsible for any other utility costs, such as internet or phone service. COTTRELL'S eligibility to remain in District-provided housing shall be contingent upon

his ongoing employment as the DISTRICT's Fire Chief and the housing shall expire immediately upon the effective date of COTTRELL'S termination or resignation.

SECTION VI - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The DISTRICT, in consultation with COTTRELL, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of COTTRELL, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, any future DISTRICT policy, handbook, directive, practice, procedure, or protocol, as created and amended from time to time, shall apply to COTTRELL to the extent not in conflict with this Agreement or general law.

SECTION VII – OUTSIDE EMPLOYMENT

COTTRELL agrees to devote his full working time to the performance of his duties and responsibilities to the DISTRICT, and agrees not to engage in other unauthorized employment or any unauthorized contractual relationships for personal services during the period of his employment with the DISTRICT.

SECTION VIII – GENERAL PROVISIONS

- A. The text herein, all District policies, protocols, directives, practices, handbooks, and procedures, as modified in good faith from time to time, or other referenced written materials are hereby incorporated by reference within this Agreement and shall constitute the entire agreement between the Parties, except as it may be amended in writing from time to time. Any amendments to the terms of this Agreement shall be in writing and signed by the Parties. This Agreement supersedes any prior agreements, written or oral, between the Parties.
- B. The effective date of this Agreement shall be 30 July 2025.
- C. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect, to the extent authorized by Florida law.
- D. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third party.
- E. The parties hereby acknowledge and understand the contents of this Agreement, they have been advised by or have had an opportunity to consult with their own independent legal counsel and/or tax advisor regarding the provisions provided for in this Agreement and their implications. The parties enter this agreement knowingly, freely, and voluntarily and acknowledge that no one has pressured, forced, or coerced them to do so.
- F. Any waiver by either party of a breach of any provision within this Agreement shall not operate or be construed as a waiver or any subsequent breach or of any rights that said party may otherwise have.

- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that in the event of litigation the proper venue shall be Lee County, Florida.
- H. This Agreement may be executed in any number of copies, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the UPPER CAPTIVA FIRE PROTECTION AND RESCUE SERVICE DISTRICT has caused this Employment Agreement to be signed and executed on its behalf by its Chairman and fully attested by its Vice Chair and COTTRELL has executed this Employment Agreement in duplicate on the day and year indicated below.

UPPER CAPTIVA FIRE PROTECTION AND RESCUE SERVICE DISTRICT

By: [Signature]
CHAIRMAN, DUNCAN ROSEN

Date: 7/18/2025

ATTEST:

UPPER CAPTIVA FIRE PROTECTION AND RESCUE SERVICE DISTRICT

By: [Signature]
SECRETARY, JOHN V. HAMMOND

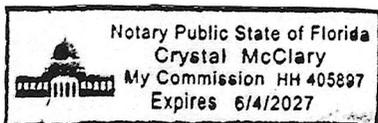
By: [Signature]
JESSE JAMES COTTRELL

Date: 7/18/25

STATE OF FLORIDA
COUNTY OF
Lee :

The foregoing instrument was acknowledged before me, a Florida Notary Public, this 18th day of July, 2025, by JESSE JAMES COTTRELL, who is personally known to me or who has produced _____ as identification and who did take an oath at the time of notarization.

Seal:



Signature: [Signature]
Printed: Crystal McClary
My commission expires: 06/04/2027
Commission number: HH 405897