

July 12, 2016

Ian Northon, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive
Trianon Centre - 3rd Floor
Naples, FL 34103

**RE: Chief Richard Pepper - Upper Captiva Fire Protection & Rescue
Service District**

Dear Mr. Northon,

I have had the opportunity to meet with my client Richard Pepper regarding the ongoing issues concerning his termination from the Upper Captiva Fire Protection & Rescue Service District. Before making a decision with the regard to the various avenues available to us for seeking resolution to this matter, Chief Pepper has authorized me to make an attempt to get the collective issues resolved short of litigation.

To that end, we offer the following two settlement proposals:

Settlement Option 1

- A. Effective August 1, 2016 Chief Pepper would be returned to duty as the lone Chief in charge of the Upper Captiva Fire Control District at his previous full-time compensation package to include the annual contribution to his retirement account and to include District-provided health insurance coverage for him; and
- B. A document will be placed in Chief Pepper's personnel file, executed by the Board of Commissioners, closing the investigation into the allegations made against him showing the claims to be unfounded and recognizing Chief Pepper as fit for duty in all respects; and
- C. The District agrees to pay Chief Pepper \$10,552.00 (gross) in back-owed wages. The District will make this payment by August 15, 2016 and will withhold all applicable taxes from these gross wages; and
- D. The District agrees to pay Donnelly & Gross, P.A. \$4000 for attorney's fees and costs associated with Chief Pepper defending himself in this matter. Payment to be received by August 15, 2016.

Settlement Option 2

- A. A document will be placed in Chief Pepper's personnel file, executed by the Board of Commissioners, closing the investigation into the allegations made against him showing the claims to be unfounded and recognizing Chief Pepper as fit for duty in all respects; and
- B. Chief Pepper will submit a resignation from his employment as Chief of the Department effective August 1, 2016; and
- C. The District and Chief Pepper will execute a mutual General Release and mutual Waiver of all claims that would include language prohibiting each party from making disparaging remarks about the other and providing that the terms of settlement remain confidential. In addition, the District would agree to respond to any future inquiries regarding Chief Pepper's departure indicating only that Chief Pepper resigned for personal reasons; and
- D. The Board of Fire Commissions will draft and execute a letter of recommendation for Chief Pepper recognizing his years of service to the District; and
- E. The District agrees to pay Chief Pepper \$10,552.00 (gross) in back-owed wages. The District will make this payment by August 15, 2016 and agrees to withhold all applicable taxes from these gross wages; and
- F. The District agrees to provide Chief Pepper with severance pay equaling 20 weeks of his full-time salary as Chief totaling \$ 26,346.00 (gross). This severance package is to be paid to Chief Pepper in quarterly payments of \$ 6586.50 in January, April, August and December 2017. The District will withhold all applicable taxes from these gross wages; and
- G. The District agrees to make a final (scheduled) \$ 12,750 contribution to Chief Pepper's retirement account by December 15, 2016; and
- H. The District agrees to pay to Donnelly & Gross, P.A. \$4000 for attorney's fees and costs associated with Chief Pepper defending himself in this matter. Payment to be received by August 15, 2016; and
- I. The District agrees to make arrangements for Chief Pepper to come to the island to pick up his personal belongings no later than the end of August 2016.

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I will be out fo town from July 14 - 18, 2016. I will return to the office on Tuesday July 19th. Please feel free to contact me after that date should you have questions regarding this offer of settlement.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, characteristic of the name Jim Brantley.

Jim Brantley