

May 23, 2018

Upper Captiva Civil Association
Box 423
Pineland, FL 33945

RE: Proposed Contract/Benefits – Jason Martin

Dear Upper Captiva Civil Association Board Members:

I am pleased to provide this document outlining the desired contract/benefits I would be requesting as the Upper Captiva Civil Association (UCCA) Fire Chief for the Fire/Rescue District.

I understand that the UCCA Fire/Rescue District is looking for a fire chief that has experience in both fire and rescue... An experienced professional with excellent leadership and public relation skills. Someone who is forward thinking and open to new ideas and techniques in Fire Prevention, Suppression, and Emergency Medical Care.

The following represents the benefits I would be requesting as part of the Contract negotiations for the position of UCCA Fire/Rescue District's Fire Chief.

BENEFITS

- Holiday – eligible for holiday pay for the days recognized as holidays by the UCCA. Compensation shall be allowed for the hours worked during observed holidays. Holidays as currently observed and paid to be consistent with other full-time employees.
- Paid Time Off – 5 paid days off (120 hours) per calendar year, with unused time to be carried over into following year(s) of employment. Upon exit of employment, compensation for unused paid time off shall be issued with final payroll paycheck.
- Health Care Benefits – medical, dental and vision insurance for both myself and spouse.
- Retirement – Current district/employee contribution at 10% of the annual wage

SALARY

- Base Annual Salary \$75,000.00 per annum. The district agrees to consider an annual increase in salary consistent with other similar fire service employees (i.e.: length of service, classification, and job performance). This does not cover shifts required by the chief to maintain the department's minimum manning requirement as stated by the Insurance Service Office (ISO). Additional payroll will be paid at an agreed upon hourly rate. This rate is to be compliant with federal, state and local laws and statutes.

ADDITIONAL COMPENSATION

- Expenses – Job related expenses shall be the obligation of the Upper Captiva Fire/Rescue District. Expenses incurred on behalf of the district shall be reimbursed in accordance with current procedures.
- Uniforms and Personal Protective Equipment – to be provided by the District.
- Cell Phone Allowance – per current district practice and/or requirements for carrying a cell phone. If no policy is in place, \$50/month cell phone allowance.
- Similar allowances equivalent to that other district employees receive in accordance with the district's established practice

- Relocation expenses to be absorbed by the District.

TRANSPORTATION

I understand the district does not provide a vehicle for the fire chief to use outside of the working hours on Upper Captiva; however, the duties of the fire chief often times require exclusive use of an automobile to report to meetings, professional development courses, or otherwise to represent the Upper Captiva fire District. In addition to non-emergency/everyday duties, the fire chief may find it necessary to respond to emergency calls for service both during and outside of normal business hours.

The transport to and from Upper Captiva Island may include ferry, or other expenses. At times, I may be required to gain access to and from the island or a scene in which I am responding to. I ask the district to assume responsibility for costs related to commuting, training or responding to calls for service.

PROFESSIONAL DEVELOPMENT

The district, through its budget process resources, will provide for me the opportunity to attend seminars, short courses, professional association meetings, conferences, and other continued professional development opportunities for the good of the employee and the district. Reasonable approvals will be made to attend these courses in lieu of normal office hours where appropriate.

The district, through its budget process resources, shall allow opportunities to obtain and maintain professional association memberships; as deemed appropriate, for the International Association of Fire Chiefs (IAFC), Florida Association of Fire Chiefs (FAFC), and other fire code Upper Captiva Island follows (i.e. International Fire Code or the National Fire Protection Association).

Educational allowance provided at \$1500 annually.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

- Hours of work - It is recognized there will be periods of time that I may have to devote a great deal of time outside of normal office hours to attend to the good of the fire department (i.e. training / professional development, emergency call-outs, or meetings) and that I will be allowed to take administrative time off as he deems appropriate during normal office hours. It is understood that prior approval may be necessary under certain conditions.
- Residence – Upon final acceptance of employment with the District, I agree to take up permanent residency within a reasonable distance of the Upper Captiva Island within six (6) months of beginning employment. Obviously the sooner the better would be better for all parties, however, I will be at the mercy of the housing market, arrangements for my wife's relocation, and other relocation efforts.
- Health Benefits – prior to agreement of the salary as noted above, I request time to review the benefit package accompanying the position of Fire Chief for the District.

I agree that I would be an at-will employee and work at the will of the Upper Captiva Fire/Rescue District. There is nothing that would prevent the district from terminating the effects of a personal services agreement with me, however:

- In the event that my services are no longer needed for whatever reason, or I am unable to perform the duties established in the current job description (fire chief), the district agrees to pay a lump sum cash payment equal to three (2) month base salary plus accrued benefits to date (i.e.: paid time off).
- In the event that Upper Captiva Fire/Rescue District chooses to terminate employment for cause such as: conviction of felony, malfeasance in office, or misfeasance in office then the township has no obligation to pay a severance package. It is my intention to be the best representative, both professionally and personally, of the Upper Captiva Fire/Rescue District, and no one's standards for the fire chief's position will be better than my own.
- In the event that I choose to terminate employment, I will provide the district Commissioners forty-five (45) days written notice.

I thank you for this opportunity to be the Fire Chief for the Upper Captiva Fire/Rescue District, and I look forward to being a part of the Upper Captiva community. If there are any questions, please don't hesitate to contact me at your convince.

Sincerely,

Jason Martin