

BOARD MEETING AGENDA ITEM SUMMARY

Board Meeting Date: March 18, 2026

(Select All that Apply) X Decision Making Agenda Item

___ Discussion Purposes Only Agenda Item

___ Walk On Agenda Item

SUBJECT: Extending the term of Chief Comer’s Employment Agreement through June 30, 2030.

PERSON(S) MAKING SUBMITTAL OF AGENDA ITEM: Chief Comer and Richard Pringle, Esquire

BACKGROUND/DETAIL OF AGENDA ITEM:

The District and Chief Comer entered into an Employment Agreement on March 17, 2021, for a current expiration date of April 15, 2027. The Employment Agreement contemplated that the parties might extend the Agreement term for the benefit of the District. Chief Comer has agreed to extend his employment agreement term in his position as Fire Chief through June 30, 2030. The proposed First Amendment to Chief Comer’s Employment Agreement, a copy of which is attached, extends the term of Chief Comer’s Employment Agreement through June 30, 2030.

BUDGET IMPACT: Yes / No / Unknown – If Yes, how much? From where?

Chief Comer will continue to receive pay and benefits as previously described in his Employment Agreement.

REQUESTED BOARD ACTION:

To approve a First Addendum to Chief Comer’s Employment Agreement to extend the term of Chief Comer’s Employment Agreement with the District from the current expiration date of April 15, 2027, to the new expiration date of June 30, 2030, and to authorize Chairman Andersen, or his designee, to execute the First Addendum to Chief Comer’s Employment Agreement.

**FIRST ADDENDUM
TO
EMPLOYMENT AGREEMENT
BETWEEN
IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
AND
SETH COMER**

This First Addendum is made and entered into this ___ day of _____, 2026, by and between the IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT, hereinafter referred to as “District”, and SETH COMER, hereinafter referred to as “Chief”.

Witnesseth:

WHEREAS, the District and the Chief entered into an Employment Agreement (“Agreement”) on or about March 17, 2021; and,

WHEREAS, the term of the Agreement expires April 15, 2027, subject, however to prior termination or retirement as provided in the Agreement; and,

WHEREAS, the parties anticipated extending the term of the Agreement for additional time periods upon the mutual agreement of the parties in the form of an amendment to the Employment Agreement; and

WHEREAS, the parties now wish to amend/extend the term of the Agreement through June 30, 2030.

NOW THEREFORE, the District and the Chief, for the mutual promises described herein, and other good and valuable consideration, hereby agree to amend the terms of the Agreement dated March 17, 2021, as follows:

1. Section 2 of the Agreement entitled “TERM” is hereby amended to extend the Employment Agreement termination/ending date from the current expiration date of April 15, 2027, to a new expiration date of June 30, 2030, subject, however to prior termination or retirement or extension by amendment as provided in the Employment Agreement.

This First Amendment to the Employment Agreement between the District and Chief Comer may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed an original and all of which, when taken together, shall constitute one and the same First Amendment. Delivery of an executed counterpart of the signature page of this First Amendment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this First Amendment. In proving this First Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

Except for the extension of the Employment Agreement expiration date from April 15, 2027, to June 30, 2030, as set forth above, all other terms and conditions and provisions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Employment Agreement between the District and the Chief, pursuant to all necessary legal action, this ____ day of _____, 2026.

IONA MCGREGOR FIRE PROTECTION
AND RESCUE SERVICE DISTRICT

CHIEF

By: _____
James Andersen, Chair

Seth Comer

EMPLOYMENT AGREEMENT

BETWEEN

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT

AND

SETH COMER

This Employment Agreement (“Agreement”) is made and entered into this 17th day of March, 2021, between the Iona McGregor Fire Protection and Rescue Service District, hereinafter referred to as “District” and Seth Comer, hereinafter referred to as “Chief Comer.”

Witnesseth:

WHEREAS, the parties wish to continue the employment of Seth Comer as the Fire Chief of the District effective immediately upon and simultaneously with the retirement of the current Fire Chief, Chief David Howard; and,

WHEREAS, the parties desire to provide for certain procedures, benefits, requirements and other terms of employment of Chief Comer by the District in a written Employment Agreement now, in order to enhance administrative stability, continuity, and the provision of fire protection and rescue services within the District.

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

SECTION 1 – DUTIES AND RESPONSIBILITIES.

Beginning immediately upon and simultaneously with the retirement of Chief Howard, and without any additional action being required by the Board of Commissioners of the District, Chief Comer shall, as the Fire Chief, 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. Chief Comer shall devote sufficient time, attention and energy to the business of the District to ensure the delivery of fire protection and rescue services of the District. The duties and responsibilities of Chief Comer as the Fire Chief 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 Fire Chief, Chief Comer shall be the Chief Executive Officer for the District and shall report

directly to the District Board of Commissioners. The Fire Chief's position is exempt under the provisions of the Fair Labor Standards Act. As the Fire Chief, Chief Comer shall be the individual who is responsible for ultimately ensuring that the District is operating in accordance with all applicable laws and regulations. As the Fire Chief, Chief Comer shall serve as the spokesman for the District and shall represent the District in a wide variety of roles and responsibilities within the community.

Beginning immediately and simultaneously with the retirement of Chief Howard, and without any additional action being required by the Board of Commissioners of the District, the duties and responsibilities of Chief Comer as the Fire Chief shall include, but not be limited to, the essential duties and tasks and other obligations and requirements of Chief Comer as outlined in the summary description of the Fire Chief's position for the District contained in the job description for the Fire 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. A copy of the current job description for the Fire Chief's position is attached hereto and made a part hereof. In particular, the duties and responsibilities of Chief Comer as the Fire Chief 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 Chief Comer's attendance may be required by the District Board of Commissioners, except due to illness, vacation 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 Chief Comer 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) Be responsible for the administration of each annual budget upon its adoption by the District Board of Commissioners.
- (j) Perform such other duties, responsibilities and administrative/management functions as described in the job description for the Fire 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 Fire 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.

Until such time as Chief Howard retires, Chief Comer shall continue to perform the duties of the position of Assistant Chief that he currently performs and Chief Comer shall also learn and practice the performance of the duties and responsibilities of the Fire Chief's position for the District as assigned by Chief Howard for purposes of Chief Comer experiencing the duties and obligations and functions of the Fire Chief's position prior to Chief Howard's retirement. In the event the District performs a promotion process to fill Chief Comer's current position of Assistant Chief with a new person, Chief Comer shall participate in the training of the new person who is appointed to the Assistant Chief's job position so that the newly appointed Assistant Chief receives training and experience opportunities to act as the Assistant Chief of the District prior to Chief Howard's retirement when Chief Comer shall assume all of the duties and responsibilities of the Fire Chief's position for the District.

SECTION 2 – TERM.

The District hereby agrees to employ Chief Comer as the Fire Chief of the District and Chief Comer hereby accepts employment as Fire Chief for the District to take effect immediately upon the retirement of Chief David Howard on or before April 15, 2022. The term of Chief Comer's employment as the Fire Chief shall not expire until April 15, 2027, subject however, to prior termination or retirement or extension by amendment as hereinafter provided. At the expiration date of April 15, 2027, it is anticipated that this Agreement may be renewed for an additional time period(s) thereafter upon the mutual written agreement of the parties in the form of an amendment to this Agreement.

During the first twelve (12) months after Chief Comer becomes Fire Chief, Chief Comer or the District Board of Commissioners can unilaterally elect to return Chief Comer to his previous employment position with the District of Assistant Fire Chief. In the event either party exercises the election to return Chief Comer to his previous employment position, Chief Comer's wages, benefits, position and terms and conditions of employment will be automatically amended so that Chief Comer receives the same pay, benefits, terms and conditions of employment and job description that other District employees in the same rank/pay scale are receiving at the time Chief Comer returns to his previous job position.

SECTION 3 – TERMINATION.

This Agreement shall be terminated by:

- (a) A mutual written agreement of the parties.
- (b) The retirement of Chief Comer.
- (c) Termination of Chief Comer'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 Chief Comer of his official duties and responsibilities or for the revocation of Chief Comer's Firefighters' Certificate or upon Chief Comer's conviction of a felony or upon Chief Comer'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 Chief Comer "for cause" shall be initiated by a Commissioner filing a sworn written statement into the record of a public District Board of Commissioners meeting alleging the act of wrongdoing by Chief Comer. The sworn written statement must describe, in detail, the factual basis for the alleged wrongdoing by Chief Comer. Upon the filing of the written statement alleging the wrongdoing by Chief Comer 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 four (4) members of the District Board of Commissioners. Upon a vote of no less than four (4) members of the District Board of Commissioners in favor of pursuing an investigation of the allegations of wrongdoing by Chief Comer, a thirty (30) calendar day investigation period shall occur for the purpose of the parties gathering information to address the allegations of wrongdoing by Chief Comer. 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 shall hire an independent investigator to investigate the allegations of wrongdoing by Chief Comer. The independent investigator shall perform an independent investigation of the allegations of wrongdoing by Chief Comer, 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 Chief Comer or any other acts of wrongdoing by Chief Comer that the investigator discovers during the investigation. The investigator's written report shall be presented to the District Board of Commissioners and Chief Comer 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 Chief Comer, or their representatives, concerning whether Chief Comer should be terminated "for cause" as a result of any wrongdoing by Chief Comer. 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 Chief Comer, 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 Chief Comer. 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 Chief Comer should be terminated "for cause" as a result of any wrongdoing by Chief Comer. In order to terminate Chief Comer "for cause", the District Board of Commissioners must take official action to terminate Chief Comer "for cause" during the special District Board of Commissioners meeting referenced above by a vote of no less than four (4) Board members in favor of termination. If the District Board of Commissioners does not take official action during the special District Board of Commissioners meeting to terminate Chief Comer "for cause", the matter shall be closed and no further action shall be taken by the District Board of Commissioners regarding the alleged wrongdoing.

If the District Board of Commissioners elects to suspend Chief Comer during the investigation period described above, the District Board of Commissioners must take action to do so during a public meeting by a vote of no less than four (4) Board members in favor of the suspension. If the District Board of Commissioners takes

official action to suspend Chief Comer during the investigation period described above, Chief Comer 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 Chief Comer "for cause" as described above. If official action to terminate Chief Comer 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 Chief Comer shall be immediately cancelled upon the adjournment of said special District Board of Commissioners meeting. In the event this Agreement is terminated "for cause" as described in this provision, the District shall not pay any severance pay or sum of money to Chief Comer except for a single lump sum cash payment in the amount of all earned and unused vacation leave hours, up to a maximum accrual amount of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's lump sum cash payment to Chief Comer described above shall be made within thirty (30) calendar days of Chief Comer's termination.

- (d) Termination "without cause" but only pursuant to the following described procedure. Termination "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. The procedure for terminating Chief Comer "without cause" shall be initiated by a Commissioner requesting an agenda item to be placed on a Board of Commissioners meeting calling for termination of Chief Comer "without cause." At the Board of Commissioners meeting, the Board of Commissioners shall be required to take official action to terminate Chief Comer "without cause" which shall require a vote of approval of no less than four (4) District Board of Commissioners members. Upon a vote of no less than four (4) members of the Board of Commissioners to pursue the termination of Chief Comer "without cause", a second Board of Commissioners meeting shall be scheduled within thirty (30) days after the first Board of Commissioners meeting for the purpose of the Board of Commissioners again considering the termination of Chief Comer "without cause." In order to terminate Chief Comer "without cause", at the second Board of Commissioners meeting, the Board of Commissioners must take official action, upon a favorable vote of no less than four (4) members of the Board of Commissioners, to terminate Chief Comer "without cause."

In the event this Agreement is terminated "without cause" as described in this provision, the District shall pay Chief Comer a single lump sum cash severance payment in the amount equal to twenty (20) weeks' salary using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this

Agreement. In addition, the District shall also pay Chief Comer a single lump sum cash payment in the amount of all earned and unused vacation leave hours, up to a maximum accrual of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of Chief Comer's termination.

- (i) In the alternative to terminating this Agreement "without cause", the Board of Commissioners may take official action, upon a favorable vote of no less than four (4) members of the Board of Commissioners, to return Chief Comer to the job position previously held by Chief Comer immediately prior to Chief Comer accepting the Fire Chief's position. If the Board of Commissioners takes official action to return Chief Comer to the job position he previously held, Chief Comer will be eligible to remain in the job position he previously held until he is eligible to retire on April 15, 2027. In the event the Board takes official action to return Chief Comer to the job position he previously held immediately prior to accepting the Fire Chief's position, no severance payment shall be made to Chief Comer and the District shall not make the single lump sum cash payment to Chief Comer in the amount of all earned and unused vacation leave hours up to a maximum of 500 vacation leave hours, and the District shall not pay Chief Comer a single lump sum cash payment in the amount of all earned and unused sick leave hours. Instead, because Chief Comer shall remain as an employee of the District in a new job position, his earned and unused vacation leave hours and earned and unused sick leave hours shall not be affected and shall continue to exist and shall carry over to his new job position subject to any accrual caps that apply to his new job position.

- (e) Job elimination. To terminate this Agreement for job elimination purposes (consolidation, privatization or establishment of a municipal department), the District Board of Commissioners must take official action to eliminate Chief Comer's job position and to terminate this Agreement upon a vote of approval of no less than four (4) members of the District Board of Commissioners. In the event this Agreement is terminated for job elimination, the District shall pay Chief Comer a single lump sum cash severance payment equal to all of the remaining weeks' pay due under this Agreement using Chief Comer's hourly wage rate of pay in effect at the time of the termination of this Agreement, up to a maximum of twenty (20) weeks' pay, unless Chief Comer 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 Chief Comer the negative difference between the pay offered to and accepted by Chief Comer by the new fire/rescue services provider and the then current hourly wage rate of pay of Chief Comer under this Agreement for all of the remaining weeks of the term of this Agreement, up to a maximum of twenty (20) weeks' pay, using Chief Comer's rate of pay in effect immediately prior to the date of termination of this Agreement. In addition, the District shall pay Chief Comer a lump sum cash payment in the amount of all earned and unused vacation leave hours, up to a maximum accrual of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of Chief Comer's termination.

- (f) This Agreement may be terminated by Chief Comer's voluntary resignation. In the event Chief Comer elects to voluntarily resign his position with the District before the expiration of this Agreement, including early retirement by Chief Comer, Chief Comer shall give the District two (2) months' written notice in advance, which shall be delivered to the Chairman of the Board of Commissioners with a copy to the public records custodian, unless the District Board of Commissioners agrees otherwise or unless Chief Comer is resigning or retiring early during the pendency of a termination procedure initiated by the Board of Commissioners pursuant to this Section in which case Chief Comer can deliver his notice of resignation or early retirement, either in writing or orally, to the Chairman of the Board of Commissioners and the public records custodian at any time prior to the final vote of approval by the Board of Commissioners to terminate this Agreement. The parties recognize and agree that a voluntary resignation by Chief Comer cannot be rescinded once the voluntary resignation is received by the District Board of Commissioners or by the District public records custodian. In the event Chief Comer voluntarily resigns, except for retirement which is addressed elsewhere in this Agreement at Section 11, the District shall pay Chief Comer a single lump sum cash payment in the amount of all earned and unused vacation leave hours, up to a maximum accrual amount of 500 vacation leave hours, and all earned and unused sick leave hours using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of the termination of this Agreement.

SECTION 4 – DISABILITY.

The District will provide short term and long term off-duty disability insurance at no cost to Chief Comer. Under this program, benefits are payable for non-work related injuries or illnesses. While on off-duty disability, Chief Comer will receive full compensation and benefits as provided for in the District's off-duty disability insurance coverages. Chief Comer will keep the District Board of Commissioners informed, at least monthly, as to the condition of his disability during his off-duty disability period. Chief Comer's disability status will be reviewed every six (6) months during any period of off-duty disability by the District Board of Commissioners. The District Board of Commissioners has the authority to unilaterally modify the terms of coverage of the short term and long-term disability insurance of the District in the District Board of Commissioners' sole discretion without having to first provide notice to Chief Comer.

SECTION 5 – SALARY.

Chief Comer's beginning base salary shall be One Hundred Seventy-Nine Thousand, Five Hundred and 00/100 Dollars (\$179,500.00) annually, to be paid bi-weekly in equal amounts. Any annual District wide adjustments to all of the District employees' salaries, whether it is an increase or a decrease, shall be applied to Chief Comer's base salary. In addition, Chief Comer's annual base salary shall include all of the pay incentives and benefits Chief Comer currently receives as outlined in the Employee Handbook, including, but not limited to the State of Florida education incentive, Chief Comer's sick time accrual, longevity, \$125.00 per month cell phone allowance, paramedic incentive, and Chief Comer's vacation accrual. The District will furnish a direct deposit payroll plan, as long as there is no charge to the District, for payroll deposits of Chief Comer's pay at a bank or credit union of Chief Comer's choosing.

SECTION 6 – PERFORMANCE EVALUATION.

- (a) Annually, the District Board of Commissioners may define goals and performance objectives for Chief Comer which are determined to be necessary for the proper operation of the District. In the event the District Board of Commissioners has approved a District Strategic Plan, it will be the basis for the Board's creation of the goals and objectives of the District and of Chief Comer.
- (b) The District Board of Commissioners may review and evaluate the performance of Chief Comer at least once annually in advance of the anniversary date of the effective date of this Agreement.

SECTION 7 – HOURS OF WORK.

It is recognized that Chief Comer is employed as a forty (40) hour work week salaried employee in an executive level capacity which requires him to devote a great deal of time to the District outside of the normal business hours for a Monday through Friday work week. Chief Comer, as a salaried employee, shall receive compensation at 1.5 times the rate of pay for hours worked in excess of forty (40) hours during declared states of local, state or national emergencies. The following holidays shall be paid: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Patriots Day (September 11), Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas.

SECTION 8 – AUTOMOBILE.

Chief Comer's duties require the District to provide him with the use of an automobile in accordance with District policies and procedures adopted by the District Board of Commissioners. Chief Comer shall be entitled to an automobile to be used both in the performance of his duty and while off duty. The District shall pay all insurance coverage for the automobile and its occupants and Chief Comer shall utilize the vehicle when responding to emergency incidents. It is the express intention of the District to provide Chief Comer with a vehicle to be used while on duty and off duty so that Chief Comer is readily available to respond in emergency situations. The off duty use of the vehicle shall be limited to a 75 mile radius of the District, unless there is prior approval by the District Board of Commissioners. Chief Comer shall be responsible for all Federal Income tax liability on the personal use of Chief Comer's vehicle, if such is assessed. The District shall be responsible for the purchase, operation, maintenance, repair, and regular replacement of said vehicle pursuant to the District's vehicle replacement plan and the District's vehicle maintenance policies.

SECTION 9 – VACATION, SICK AND BEREAVEMENT LEAVE.

Chief Comer shall receive from the District the vacation, sick, and bereavement leave benefits for a Chief Administrative Officer described in the District's Employee Handbook.

SECTION 10 – HEALTH, DENTAL, VISION, LIFE, LIABILITY AND OTHER INSURANCE.

- (a) Chief Comer shall receive from the District the health, dental, and vision benefits for a Chief Administrative Officer described in the District's Employee Handbook.
- (b) Chief Comer shall be entitled to participate in the District's retiree insurance coverage program as said program is described in the District's Policy on Insurance, including

participation in the Iona McGregor Retiree Insurance Trust Fund as a Voluntary Employee's Benefit Association (VEBA) program, as said policy may be unilaterally amended by the VEBA Board from time to time.

- (c) During Chief Comer's employment, the District shall provide Chief Comer with group term life insurance in the policy coverage amount of two times his annual salary at no cost to Chief Comer.
- (d) The District shall furnish and provide Chief Comer with comprehensive general liability insurance and errors and omissions coverage applicable to all acts or omissions of Chief Comer arising out of his employment. Policy limits of said insurance shall not be less than one million (\$1,000,000.00) dollars.
- (e) The District agrees to comply with the requirements of § 112.191(2)(f), Florida Statutes, regarding payment of health insurance coverage for the dependents of Chief Comer if he is killed in the line of duty as outlined in the Florida Statutes.

SECTION 11 – RETIREMENT.

- (a) Chief Comer shall be covered under the Florida Retirement System at the "high" risk level and the District shall contribute 100% of the cost of such coverage. The District agrees to include Chief Comer in the Florida Retirement System at the "high" risk level.
- (b) In the event Chief Comer retires at or before the end of this Agreement term, the District shall pay Chief Comer a single lump sum cash payment in the amount of twenty (20) weeks' pay using the Chief's rate of pay in effect immediately prior to retirement all earned and unused vacation leave hours, up to a maximum accrual amount of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of Chief Comer's retirement and the termination date of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of Chief Comer's retirement and the termination date of this Agreement.
- (c) The payment to Chief Comer described in this provision is the exclusive payment to Chief Comer in the event Chief Comer elects to 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.

- (d) The District agrees to provide Chief Comer with the ability to participate in an IRS deferred compensation plan "457 Plan" at no cost to Chief Comer.

SECTION 12 – DUES AND SUBSCRIPTIONS.

The District recognizes the benefit to the District of Chief Comer participating in professional organizations; therefore, the District agrees to budget and pay for the professional dues and subscriptions of Chief Comer which are necessary for his continuation and full participation in national, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, subject to the prior approval by the District Board of Commissioners in accordance with the policies and procedures of the District.

SECTION 13 – PROFESSIONAL DEVELOPMENT.

- (a) The District hereby agrees to budget and pay the reasonable travel and expenses of Chief Comer for professional and official travel, meetings and occasions adequate to continue the professional development of Chief Comer and to adequately pursue necessary official functions and other functions for the District. All of such expenditures shall be subject to the prior approval by the District Board of Commissioners in accordance with the policies and procedures of the District.
- (b) The District also agrees to budget and pay for the reasonable travel and expenses of Chief Comer for short courses, institutes and seminars that are necessary and desirable for his professional development and for the good of the District in accordance with the policies and procedures of the District, subject to the prior approval of the District Board of Commissioners.
- (c) The District agrees to pay the tuition and expenses, in advance, for educational materials for accredited post-graduate academic course work in a discipline related to Chief Comer's position in accordance with the policies and procedures of the District, subject to the prior approval of the District Board of Commissioners.

SECTION 14 – UNIFORMS AND PROTECTIVE CLOTHING.

The District shall provide Chief Comer 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.

SECTION 15 – GENERAL EXPENSES.

The District recognizes that certain expenses of a non-personal and job related nature are incurred by Chief Comer 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 16 – INDEMNIFICATION AND BONDING.

Except for criminal acts, the District shall defend, hold harmless and indemnify Chief Comer 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 Chief Comer's duties. Chief Comer 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 Chief Comer. The District shall be responsible for all costs, including but not limited to lost time and wages of Chief Comer and Chief Comer'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 Chief Comer's duties as a District official. The District shall bear the full cost of a public official bond that is required of Chief Comer under any law or ordinance.

SECTION 17 – EMPLOYEE HANDBOOK BENEFITS.

- (a) Except as described and limited elsewhere in this Agreement, Chief Comer shall receive from the District the benefits, including the additional pay incentives, that are authorized and payable to Chief Comer pursuant to the District's Employee Handbook including any payments to be made by the District upon Chief Comer's retirement or other termination of this Agreement.
- (b) Except as otherwise provided in this Agreement, Chief Comer shall be bound by the terms and conditions of the District's Employee Handbook as if said terms and conditions were set forth herein and made a part hereof.

SECTION 18 – FIREFIGHTER BILL OF RIGHTS.

At all times, Chief Comer shall be entitled to all of the rights and privileges as described in the Florida Firefighter Bill of Rights.

SECTION 19 – 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 20 – APPLICABLE LAW AND VENUE.

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 21 – 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 22 – 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 23 – SECTION HEADINGS.

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

SECTION 24 – ENTIRE AGREEMENT.

This written Agreement contains the entire Agreement concerning the employment arrangements between the District and the Chief Comer. This Agreement may not be modified or amended except by a written instrument that is executed by both parties.

SECTION 25 – EFFECTIVE DATE.

This Agreement shall become effective upon the last execution of the Agreement by one of the parties; however, Chief Comer shall not begin performing the duties and responsibilities of the Fire Chief of the District until the retirement of Chief Howard as provided elsewhere in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to all necessary legal authorization on the dates written below their signatures.

IONA MCGREGOR FIRE
PROTECTION AND RESCUE
SERVICE DISTRICT

CHIEF COMER

By: 
James Andersen, Chair


Seth Comer

Date: 3-17-2021

Date: 3/17/2021