



AGENDA
GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS MEETING
July 9, 2019

I. Meeting Opened

- A. Pledge of Allegiance and Invocation
- B. Line of Duty Deaths Reading and Moment of Silence
- C. Request for Attorney/Client Closed Door Session – Time Specific 6:00pm
- D. Consent Agenda

All matters listed under this item are considered routine and action will be taken by one motion without separate discussion of each item; if discussion is desired by a member of the Board, that item(s) will be removed from the Consent Agenda and considered separately.

- 1. Treasurer Report - Director Bishop
 - 2. Disposition of Assets 19-006 – Deputy Chief Martin
- E. Approval, Additions and Deletions to the Agenda
- F. Approval of the GNFD Minutes for June 11, 2019
- G. Awards and Recognition
- H. Fire Chief's District Report - Chief Schuldt
- I. Chapter 175 Firefighters' Pension Plan
- J. Local 2396 Report – President Kevin Nelmes

II. OLD BUSINESS

- A. *Closed Door Attorney/Client Session – Rey Velazquez **Time Specific 6:00pm

III. NEW BUSINESS

- A. AIW – Resolution 2019-04 Statewide Mutual Aid Agreement – Director Bishop
- B. MARC Unit Purchase Request – Chief Sapp
- C. FDOT – MM63 Agreement – Director Bishop
- D. AIW- Acceptance of FY 17-18 Annual Audit – Director Bishop
- E. AIW- 2018 SHSGP Grant -Marc Unit Region 6 Agreement- Director Bishop
- F. AIW- Future Commissioner Election Process – Chairman Henning
- G. Public Comment on items not listed on the Agenda
- H. Comments by Commissioners

IV. ADJOURNMENT

Next Regular BOFC Meeting Tuesday August 13, 2019

Balance Sheet
As of 6/30/2019

Greater Naples Fire Rescue District (GNF)

Assets

CASH IN BANK

10100-001-0000-002	PAYROLL - GNFRD	\$	473,256.13	
10100-001-0000-003	DENTAL ACCOUNT (GNFRD)	\$	76,576.30	
10100-001-0000-004	HEALTH FUND (GNFRD)	\$	44,507.73	
10100-001-0000-005	UHC - MEDICARE - GNFRD	\$	46,789.30	
10100-001-0000-010	PURCHASING CARD	\$	5,099.99	
10100-001-0001-001	GENERAL FUND - OPERATIONS	\$	10,134,427.29	
10100-001-0015-000	DEBT SERVICE RESERVE FUND	\$	710,477.24	
10100-001-0200-000	FIRST FLORIDA INTEGRITY BANK	\$	2,077,478.84	
Total CASH IN BANK:			\$	13,568,612.82

ACCOUNTS RECEIVABLE

11500-001-0001-000	COLLIER COUNTY RECEIVABLE	\$	18,974.67	
11500-001-0003-000	EMPLOYEE RECEIVABLE	\$	8,012.87	
11500-001-0007-000	MISCELLANEOUS RECEIVABLE	\$	12,247.80	
11500-001-0008-000	MISC. RECEIVABLE- PREVENTION	\$	32,285.00	
11500-001-0009-000	COLLIER COUNTY RECEIVABLE	\$	554.27	
11500-001-0011-000	RETURNED CHECKS	\$	160.00	
11500-001-0013-000	FALSE ALARM RECEIVABLE	\$	2,735.43	
Total ACCOUNTS RECEIVABLE:			\$	74,970.04

DUE FROM OTHER FUNDS

13100-001-0003-000	DUE FROM FOUNDATION TO GENERAL FUND	\$	921.25	
13200-900-0001-001	DUE FROM MM63 FOR SET UP	\$	75,000.00	
13300-001-0000-001	DUE FROM M63	\$	571,212.28	
13300-001-0000-002	M63 - PARAMEDIC LABOR	\$	66,312.80	
Total DUE FROM OTHER FUNDS:			\$	713,446.33

PROPERTY HELD FOR SALE

15000-001-0000-000	PROPERTY HELD FOR SALE	\$	1,000,000.00	
Total PROPERTY HELD FOR SALE:			\$	1,000,000.00

PREPAID

15500-001-0001-000	PREPAID INSURANCE	\$	36,236.80	
15500-001-0004-000	DEPOSIT IN ZENNITH FOR GRIT CLAIMS	\$	20,732.79	
Total PREPAID:			\$	56,969.59
Total Assets:			\$	15,413,998.78

Liabilities

VOUCHER PAYABLE

20100-001-0000-009	EE ELECTIVE LIFE INS - STANDARD INS	\$	-1,365.91	
20100-001-0000-010	EE CONTRIBUTION TO FRS	\$	-0.15	
20100-001-0000-013	FSA CONTRIBUTION	\$	8,401.75	
20100-001-0000-022	FSA Contributions from Prior Year	\$	1,384.69	
20100-001-0000-023	UNION LOANS TO EMPLOYEES	\$	31.80	
Total VOUCHER PAYABLE:			\$	8,452.18

OTHER CURRENT LIABILITIES

22900-001-0001-000	GRIT BANKRUPTCY DISPURSEMENT	\$	32,404.42	
Total OTHER CURRENT LIABILITIES:			\$	32,404.42
Total Liabilities:			\$	40,856.60

Equity

PREPAID EXPENSES

27300-000-0000-001	PREPAID EXPENSES	\$	156,340.56	
27300-000-0000-002	LAND HELD FOR SALE	\$	1,000,000.00	

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Balance Sheet
As of 6/30/2019

Greater Naples Fire Rescue District (GNF)

FUND BALANCE			
28100-001-0000-000	FUND BALANCE - RESTRICTED	\$	697,321.00
28300-001-0000-000	FUND BALANCE ASSIGNED	\$	3,160,440.00
28400-001-0000-000	FUND BALANCE - UNASSIGNED	\$	2,765,889.32
28400-001-0000-002	Retained Earnings-Current Year	\$	9,480,807.20
28400-001-0000-002	FUND BALANCE CURRENT YEAR	\$	-1,887,655.90
Total FUND BALANCE:		\$	14,216,801.62
Total Equity:		\$	15,373,142.18
Total Liabilities & Equity:		\$	15,413,998.78

GNFRD INCOME STATEMENT
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (GNF)

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
Revenue									
TAXES									
31100-001-0000-001	AD VALOREM	69,786.35	7.10	2,298,707.00	84.17	27,565,845.62	86.00	27,584,484.00	84.17
31100-001-0000-002	PRIOR YEAR TAXES	357.01	0.04	40,829.50	1.49	6,112.17	0.02	489,954.00	1.49
31100-001-0000-003	WARRANT DISTRIBUTIONS	3,480.70	0.35	200.00	0.01	7,844.17	0.02	2,400.00	0.01
31100-001-0000-004	COUNTY HELD DISTRIBUTIONS	394,340.72	40.10	12.50	0.00	394,324.61	1.23	150.00	0.00
31100-001-0000-005	AD VALOREM INTEREST	0.00	0.00	125.00	0.00	13,265.65	0.04	1,500.00	0.00
31100-001-0000-007	EXCESS FEES	0.00	0.00	8,333.33	0.31	702,925.88	2.19	100,000.00	0.31
31100-001-2060-012	AD VALOREM - OCHOPEE	69,840.93	7.10	107,107.75	3.92	671,930.77	2.10	1,285,293.00	3.92
31100-001-2060-013	OCHOPEE MANAGEMENT FEE	0.00	0.00	47,091.67	1.72	565,100.00	1.76	565,100.00	1.72
Total TAXES:		537,805.71	54.69	2,502,406.75	91.63	29,927,348.87	93.36	30,028,881.00	91.63
INSPECTION FEES NEW									
32901-001-0000-010	INSPECTION FEES NEW CONSTR	72,896.58	7.41	42,437.92	1.55	520,302.50	1.62	509,255.00	1.55
32901-001-0000-011	TIMED INSP/RE-INSP FEES NEW C	525.00	0.05	833.33	0.03	6,675.00	0.02	10,000.00	0.03
32901-001-0000-012	RE-INSPECTON - NEW	7,225.00	0.73	3,541.67	0.13	49,500.00	0.15	42,500.00	0.13
32901-001-0000-014	KEY BOX INSPECTION - NEW	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.00
32901-001-0000-015	HYDRANT THRUST BLOCK	1,400.00	0.14	375.00	0.01	7,300.00	0.02	4,500.00	0.01
32901-001-0000-016	HYDRANT THRUST BLOCK RE-INS	0.00	0.00	41.67	0.00	700.00	0.00	500.00	0.00
32901-001-0000-017	FIRE FLOWS	2,250.00	0.23	1,708.33	0.06	20,650.00	0.06	20,500.00	0.06
32901-001-0000-018	FIRE FLOW RE-INSPECTION	600.00	0.06	75.00	0.00	2,850.00	0.01	900.00	0.00
32901-001-2060-000	INSPECTION FEES NEW - OCHOPEE	952.10	0.10	250.00	0.01	9,591.33	0.03	3,000.00	0.01
Total INSPECTION FEES NEW:		85,848.68	8.73	49,346.25	1.81	617,568.83	1.93	592,155.00	1.81
INSPECTION FEES EXISTING									
32910-001-1000-110	INSP. FEES EXISTING - TIMED	75.00	0.01	62.50	0.00	1,050.00	0.00	750.00	0.00
32910-001-1000-111	OCCUPATIONAL INSPECTION	1,125.00	0.11	2,000.00	0.07	21,435.00	0.07	24,000.00	0.07
32910-001-1000-112	RE-INSPECTION FEES - EXISTING	0.00	0.00	125.00	0.00	100.00	0.00	1,500.00	0.00
32910-001-1000-113	INSPECTION FEES 0 - 3,000 SQ FT	375.00	0.04	416.67	0.02	3,050.00	0.01	5,000.00	0.02
32910-001-1000-114	INSPECTION FEES 3,001 - 30,000 S	200.00	0.02	250.00	0.01	3,000.00	0.01	3,000.00	0.01
32910-001-1000-115	INSPECTION FEES 30,001 - 100,000	450.00	0.05	295.83	0.01	7,510.00	0.02	3,550.00	0.01
32910-001-1000-116	INSPECTION FEES OVER 100,000 S	250.00	0.03	500.00	0.02	8,610.00	0.03	6,000.00	0.02
32910-001-1000-117	KEY BOX INSPECTIONS - EXISTING	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.00
32910-001-1000-119	INSP. FEES APARTMENT/CONDO	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00
Total INSPECTION FEES EXISTING:		2,475.00	0.25	3,670.83	0.13	45,055.00	0.14	44,050.00	0.13
FEDERAL GRANTS									
33100-001-0000-201	FEDERAL GRANTS APPLIED FOR	0.00	0.00	16,696.83	0.61	0.00	0.00	200,362.00	0.61
33100-001-0000-203	GRANT - HURRICANE IRMA	284,371.07	28.92	0.00	0.00	532,801.88	1.66	0.00	0.00
33100-001-0000-204	GRANT- 30th AVENUE FIRE	0.00	0.00	0.00	0.00	87,063.07	0.27	0.00	0.00

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GNFRD INCOME STATEMENT
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (GNF)

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
		(Continued)							
FEDERAL GRANTS									
33100-001-0000-210	FEDERAL GRANTS- FEMA	0.00	0.00	100,502.50	3.68	0.00	0.00	1,206,030.00	3.68
Total FEDERAL GRANTS:		284,371.07	28.92	117,199.33	4.29	619,864.95	1.93	1,406,392.00	4.29
FIREFIGHTERS SUPPLEMENT INCOME									
33500-001-0000-210	FIREFIGHTER SUPPLEMENTAL INC	15,584.29	1.58	5,080.00	0.19	30,394.29	0.09	60,960.00	0.19
33500-001-0000-290	MARC UNIT - STATE OF FLORIDA	0.00	0.00	7,067.08	0.26	0.00	0.00	84,805.00	0.26
33500-001-0063-212	FDOT MM63 PARAMEDIC LABOR	0.00	0.00	0.00	0.00	284,648.26	0.89	0.00	0.00
Total FIREFIGHTERS SUPPLEMENT INCOME:		15,584.29	1.58	12,147.08	0.44	315,042.55	0.98	145,765.00	0.44
FIRE & LIFE SAFETY CHARGES & FEES									
34200-001-0000-202	REIMBURSEMENT FOR OT	0.00	0.00	500.00	0.02	24,700.00	0.08	6,000.00	0.02
34200-001-0000-203	FALSE ALARMS	3,700.00	0.38	2,500.00	0.09	37,625.00	0.12	30,000.00	0.09
34200-001-0000-204	FIRE WATCH	0.00	0.00	208.33	0.01	9,950.00	0.03	2,500.00	0.01
34200-001-0000-206	ISO LETTERS	25.00	0.00	25.00	0.00	400.00	0.00	300.00	0.00
34200-001-0000-207	KEY BOXES SOLD	0.00	0.00	25.00	0.00	0.00	0.00	300.00	0.00
34200-001-0000-208	DUPLICATE NOC'S	60.00	0.01	41.67	0.00	605.00	0.00	500.00	0.00
34200-001-0000-209	DEFICIENCY REVIEWS	200.00	0.02	187.50	0.01	2,800.00	0.01	2,250.00	0.01
34200-001-0000-210	VARIANCE REQUESTS	400.00	0.04	250.00	0.01	1,900.00	0.01	3,000.00	0.01
34200-001-0000-211	FIRE WORK PERMITS	300.00	0.03	83.33	0.00	1,200.00	0.00	1,000.00	0.00
34200-001-0000-212	TRAINING DONE BY F & L SAFETY	0.00	0.00	25.00	0.00	320.00	0.00	300.00	0.00
34200-001-0000-904	SPECIAL EVENT INSPECTION FEE	150.00	0.02	41.67	0.00	2,550.00	0.01	500.00	0.00
34200-001-0000-905	OTHER F & L MISC. INCOME	0.00	0.00	166.67	0.01	2,000.00	0.01	2,000.00	0.01
Total FIRE & LIFE SAFETY CHARGES & FEES:		4,835.00	0.49	4,054.17	0.15	84,050.00	0.26	48,650.00	0.15
INTEREST EARNINGS									
36100-001-0000-001	INTEREST EARNINGS	17,033.28	1.73	4,620.00	0.17	119,439.89	0.37	55,440.00	0.17
Total INTEREST EARNINGS:		17,033.28	1.73	4,620.00	0.17	119,439.89	0.37	55,440.00	0.17
RENTALS & LEASES									
36200-001-0000-002	CELL TOWER LEASE CONTRACT	26,022.37	2.65	7,500.00	0.27	52,490.02	0.16	90,000.00	0.27
36200-001-0000-003	PUBLIC SAFETY - STATION 21	935.03	0.10	600.00	0.02	5,650.27	0.02	7,200.00	0.02
36200-001-0000-004	PUBLIC SAFETY - STATION 22	554.27	0.06	344.00	0.01	4,245.34	0.01	4,128.00	0.01
36200-001-0000-005	PUBLIC SAAFTY - STATION 23	300.00	0.03	600.00	0.02	2,700.00	0.01	7,200.00	0.02
36200-001-0000-006	PUBLIC SAFETY - STATION 20	796.57	0.08	750.00	0.03	7,275.56	0.02	9,000.00	0.03
Total RENTALS & LEASES:		28,608.24	2.91	9,794.00	0.36	72,361.19	0.23	117,528.00	0.36
DISPOSITION OF FIXED ASSETS									
36400-001-0000-001	DISPOSITION OF FIXED ASSETS	3,611.00	0.37	5,000.00	0.18	65,722.04	0.21	60,000.00	0.18
Total DISPOSITION OF FIXED ASSETS:		3,611.00	0.37	5,000.00	0.18	65,722.04	0.21	60,000.00	0.18
CONTRIBUTIONS AND DONATIONS									
36600-001-0000-001	CONTRIBUTIONS AND DONATIONS	0.00	0.00	125.00	0.00	202.00	0.00	1,500.00	0.00

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GNFRD INCOME STATEMENT
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (GNF)

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
Total CONTRIBUTIONS AND DONATIONS:		0.00	0.00	125.00	0.00	202.00	0.00	1,500.00	0.00
OTHER MISCELLANEOUS INCOME									
36900-001-0000-901	BLS TRAINING	0.00	0.00	20.83	0.00	100.00	0.00	250.00	0.00
36900-001-0000-902	FIRE MARSHALL MOU REIMBURSE	0.00	0.00	3,750.00	0.14	26,387.28	0.08	45,000.00	0.14
36900-001-0000-903	GULF AMERICA CORP (GAC) LAND	0.00	0.00	8,863.58	0.32	106,362.72	0.33	106,363.00	0.32
36900-001-0000-904	SHOP REVENUE	0.00	0.00	7,083.33	0.26	47,955.35	0.15	85,000.00	0.26
36900-001-0000-906	OTHER MISC. INCOME	0.00	0.00	41.67	0.00	392.70	0.00	500.00	0.00
36900-001-0000-907	FLORIDA DEPT OF CORRECTIONS	0.00	0.00	64.42	0.00	0.00	0.00	773.00	0.00
36900-001-2010-052	REVENUE FF FELLOWSHIP	0.00	0.00	0.00	0.00	1,561.22	0.00	0.00	0.00
36900-001-4010-046	VEHICLE REPAIR INSURANCE REI	3,184.10	0.32	2,916.67	0.11	5,381.51	0.02	35,000.00	0.11
Total OTHER MISCELLANEOUS INCOME:		3,184.10	0.32	22,740.50	0.83	188,140.78	0.59	272,886.00	0.83
Total Revenue:		983,356.37	100.00	2,731,103.91	100.00	32,054,796.10	100.00	32,773,247.00	100.00
Gross Profit:		983,356.37	100.00	2,731,103.91	100.00	32,054,796.10	100.00	32,773,247.00	100.00
Expenses									
LEGISLATIVE SALARIES									
51100-001-0000-011	LEGISLATIVE SALARIES (COMMIS)	2,500.00	0.25	2,708.33	0.10	22,750.00	0.07	32,500.00	0.10
Total LEGISLATIVE SALARIES:		2,500.00	0.25	2,708.33	0.10	22,750.00	0.07	32,500.00	0.10
EXECUTIVE SALARIES & WAGES									
51200-001-0000-011	EXECUTIVE SALARIES	118,439.94	12.04	139,472.00	5.11	1,085,832.19	3.39	1,673,664.00	5.11
51200-001-0000-012	EXECUTIVE 175 PENSION CONTRA	398.72	0.04	395.83	0.01	3,692.33	0.01	4,750.00	0.01
Total EXECUTIVE SALARIES & WAGES:		118,838.66	12.09	139,867.83	5.12	1,089,524.52	3.40	1,678,414.00	5.12
ADMINISTRATIVE SALARIES									
51300-001-1000-012	SALARIES - NON BARGAINING (AD	73,935.31	7.52	92,198.92	3.38	717,863.17	2.24	1,106,387.00	3.38
51300-001-1000-014	OVERTIME (NON-BARGAINING)	5,935.78	0.60	6,250.00	0.23	79,046.78	0.25	75,000.00	0.23
Total ADMINISTRATIVE SALARIES:		79,871.09	8.12	98,448.92	3.60	796,909.95	2.49	1,181,387.00	3.60
BARGAINING UNIT SHIFT SALARIES & WAGES									
51310-001-2000-012	BARGAINING UNIT SALARIES - SHI	834,592.45	84.87	902,158.67	33.03	7,690,033.74	23.99	10,825,904.00	33.03
51310-001-2000-013	FIREFIGHTERS - PART TIME	7,728.00	0.79	10,416.67	0.38	106,424.31	0.33	125,000.00	0.38
51310-001-2000-014	OVERTIME - SHIFT	135,301.48	13.76	146,062.50	5.35	1,387,584.55	4.33	1,752,750.00	5.35
51310-001-2050-012	SAFER GRANT SALARIES - FF	52,130.38	5.30	87,500.00	3.20	299,006.74	0.93	1,050,000.00	3.20
51310-001-2050-014	SAFER GRANT OVERTIME - FF	3,419.35	0.35	4,167.00	0.15	22,352.01	0.07	50,000.00	0.15
51310-001-2063-012	BARGAINING UNIT SHIFT MM63	0.00	0.00	0.00	0.00	-638,785.37	-1.99	0.00	0.00
Total BARGAINING UNIT SHIFT SALARIES & WAGE		1,033,171.66	105.07	1,150,304.84	42.12	8,866,615.98	27.66	13,803,654.00	42.12
BARGAINING UNIT - NON SHIFT									
51320-001-3000-012	SALARIES - FIRE & LIFE SAFETY	60,390.40	6.14	61,296.67	2.24	555,718.40	1.73	735,560.00	2.24
51320-001-3000-014	OVERTIME FIRE & LIFE SAFETY	831.47	0.08	10,416.67	0.38	32,661.35	0.10	125,000.00	0.38

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GNFRD INCOME STATEMENT
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (GNF)

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
Total BARGAINING UNIT - NON SHIFT:		61,221.87	6.23	71,713.34	2.63	588,379.75	1.84	860,560.00	2.63
EARNINGS OTHER									
51330-001-9000-011	DISPLACEMENT PAY	0.00	0.00	12.50	0.00	26.90	0.00	150.00	0.00
51330-001-9000-013	HOLIDAY	900.00	0.09	18,750.00	0.69	9,018.24	0.03	225,000.00	0.69
51330-001-9000-014	VACATION	0.00	0.00	10,000.00	0.37	12,762.17	0.04	120,000.00	0.37
51330-001-9000-015	SICK TIME	0.00	0.00	21,666.67	0.79	8,603.72	0.03	260,000.00	0.79
51330-001-9000-016	457 CONTRACTUAL	384.62	0.04	408.33	0.01	3,557.73	0.01	4,900.00	0.01
51330-001-9010-011	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	5,186.12	0.02	0.00	0.00
51330-001-9010-012	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	-5,186.12	-0.02	0.00	0.00
51330-001-9011-012	CLOTHING ALLOWANCE	0.00	0.00	116.67	0.00	1,400.00	0.00	1,400.00	0.00
51330-001-9012-011	DISABILITY BENEFITS	9,336.74	0.95	0.00	0.00	100,094.97	0.31	0.00	0.00
51330-001-9012-012	NET DISABILITY BENEFITS	-9,336.74	-0.95	0.00	0.00	-100,094.97	-0.31	0.00	0.00
Total EARNINGS OTHER:		1,284.62	0.13	50,954.17	1.87	35,368.76	0.11	611,450.00	1.87
DEBT SERVICE									
51700-001-0000-071	DEBT SERVICE - PRINCIPAL PAYM	71,349.20	7.26	50,601.17	1.85	559,832.93	1.75	607,214.00	1.85
51700-001-0000-072	DEBT SERVICE - INTEREST PAYME	16,440.98	1.67	6,333.33	0.23	122,145.12	0.38	76,000.00	0.23
Total DEBT SERVICE:		87,790.18	8.93	56,934.50	2.08	681,978.05	2.13	683,214.00	2.08
FICA TAXES									
52201-001-0000-011	ER SS TAXES	78,859.79	8.02	106,250.00	3.89	865,814.86	2.70	1,275,000.00	3.89
52201-001-0000-012	ER MEDICARE TAXES	18,442.98	1.88	0.00	0.00	50,265.48	0.16	0.00	0.00
Total FICA TAXES:		97,302.77	9.89	106,250.00	3.89	916,080.34	2.86	1,275,000.00	3.89
RETIREMENT CONTRIBUTIONS									
52202-001-0010-022	FRS CONTRIBUTIONS	217,039.40	22.07	211,350.83	7.74	1,856,701.27	5.79	2,536,210.00	7.74
52202-001-0011-022	175 RETIREMENT PLAN CONTRIBL	24,964.83	2.54	45,769.33	1.68	222,923.49	0.70	549,232.00	1.68
52202-001-0012-022	NATIONWIDE RETIREMENT PLAN	3,014.78	0.31	4,166.67	0.15	31,437.33	0.10	50,000.00	0.15
52202-001-0013-022	DISTRICT DEF COMP MATCH	1,800.00	0.18	1,950.00	0.07	234,250.76	0.73	23,400.00	0.07
Total RETIREMENT CONTRIBUTIONS:		246,819.01	25.10	263,236.83	9.64	2,345,312.85	7.32	3,158,842.00	9.64
LIFE AND HEALTH INSURANCE									
52205-001-0010-023	INS BENEFITS FIXED - DENTAL	1,250.39	0.13	1,277.83	0.05	25,375.01	0.08	15,334.00	0.05
52205-001-0011-023	INSURANCE BENEFITS FIXED - LIF	3,950.47	0.40	3,776.83	0.14	38,750.92	0.12	45,322.00	0.14
52205-001-0012-023	INS BENEFITS FIXED - MEDICAL	257,327.07	26.17	243,205.25	8.91	2,586,610.36	8.07	2,918,463.00	8.91
52205-001-0013-023	INS BENEFITS FIXED - STD/LTD	9,221.14	0.94	8,592.67	0.31	89,985.34	0.28	103,112.00	0.31
52205-001-0014-023	INS BENEFITS FIXED - VISION	2,480.32	0.25	2,814.00	0.10	21,123.36	0.07	33,768.00	0.10
52205-001-0015-023	INS BENEFITS - DENTAL CLAIMS	15,829.30	1.61	12,333.33	0.45	110,546.98	0.34	148,000.00	0.45
52205-001-0016-023	INS BENEFITS - MEDICAL HRA	20,698.73	2.10	55,532.58	2.03	459,898.40	1.43	666,391.00	2.03
Total LIFE AND HEALTH INSURANCE:		310,757.42	31.60	327,532.49	11.99	3,332,290.37	10.40	3,930,390.00	11.99
WORKERS COMPENSATION									

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WORKERS COMPENSATION									
52210-001-0010-024	WORKERS COMPENSATION PREM	42,978.25	4.37	42,133.33	1.54	493,504.00	1.54	505,600.00	1.54
52210-001-0011-024	EE WORKERS COMP CHECKS	-10,154.16	-1.03	0.00	0.00	-24,235.64	-0.08	0.00	0.00
52210-001-0012-024	EXPENSES FOR GRIT CLAIMANTS	218.99	0.02	208.33	0.01	859.86	0.00	2,500.00	0.01
Total WORKERS COMPENSATION:		33,043.08	3.36	42,341.66	1.55	470,128.22	1.47	508,100.00	1.55
UNEMPLOYMENT COMPENSATION									
52215-001-0000-025	RE-EMPLOYMENT TAX	0.00	0.00	1,000.00	0.04	0.00	0.00	12,000.00	0.04
52215-001-0000-026	POST EMPLOYMENT BENEFITS (P	0.00	0.00	15,416.67	0.56	200,000.00	0.62	185,000.00	0.56
Total UNEMPLOYMENT COMPENSATION:		0.00	0.00	16,416.67	0.60	200,000.00	0.62	197,000.00	0.60
PROFESSIONAL SERVICES									
52220-001-0000-031	PROFESSIONAL SERVICES	1,477.10	0.15	21,666.67	0.79	158,319.63	0.49	260,000.00	0.79
52220-001-0011-031	CONTRACTUAL SERV - ADV COLLI	9,359.30	0.95	45,000.00	1.65	512,853.86	1.60	540,000.00	1.65
52220-001-0012-031	CONTRACTUAL SERV - IMPACT FE	1,357.16	0.14	1,166.67	0.04	11,704.15	0.04	14,000.00	0.04
52220-001-0013-031	CONTRACTUAL SERV - PROPERTY	0.00	0.00	14,666.67	0.54	157,279.16	0.49	176,000.00	0.54
52220-001-1000-031	CONTRACTUAL SERV - GENERAL	10,661.10	1.08	11,488.67	0.42	161,894.55	0.51	137,864.00	0.42
52220-001-2060-031	CONTRACTUAL SERV - OCHOPEE	2,166.24	0.22	1,633.75	0.06	14,121.43	0.04	19,605.00	0.06
52220-001-3000-031	CONTRACTUAL SERV FIRE & LIFE	1,253.12	0.13	3,316.67	0.12	37,330.73	0.12	39,800.00	0.12
52220-001-4000-031	CONTRACTUAL SERVICES FLEET	0.00	0.00	2,116.67	0.08	2,145.60	0.01	25,400.00	0.08
52220-001-8000-031	CONTRACTUAL SERV - FACILITEIS	0.00	0.00	15,715.67	0.58	38,775.14	0.12	188,588.00	0.58
Total PROFESSIONAL SERVICES:		26,274.02	2.67	116,771.44	4.28	1,094,424.25	3.41	1,401,257.00	4.28
ACCOUNTING & AUDITING									
52225-001-0000-032	ACCOUNTING & AUDITING	22,500.00	2.29	2,625.00	0.10	36,000.00	0.11	31,500.00	0.10
Total ACCOUNTING & AUDITING:		22,500.00	2.29	2,625.00	0.10	36,000.00	0.11	31,500.00	0.10
CURRENT CHARGES									
52230-001-0000-037	CURRENT CHARGES	253.53	0.03	3,541.67	0.13	12,914.78	0.04	42,500.00	0.13
Total CURRENT CHARGES:		253.53	0.03	3,541.67	0.13	12,914.78	0.04	42,500.00	0.13
TRAVEL & PER DIEM									
52235-001-0010-040	EMPLOYEE TOLLS REIMBURSEME	0.00	0.00	12.50	0.00	24.45	0.00	150.00	0.00
Total TRAVEL & PER DIEM:		0.00	0.00	12.50	0.00	24.45	0.00	150.00	0.00
COMMUNICATIONS & FREIGHT									
52240-001-0000-041	COMMUNICATIONS- CELL PHONES	100.00	0.01	2,416.67	0.09	11,402.36	0.04	29,000.00	0.09
52240-001-0000-042	FREIGHT & POSTAGE SERVICES	202.87	0.02	291.67	0.01	2,942.44	0.01	3,500.00	0.01
52240-001-0015-041	COMMUNICATIONS-GENERAL	11,478.01	1.17	10,010.83	0.37	89,024.50	0.28	120,130.00	0.37
52240-001-2060-041	COMMUNICATIONS - OCHOPEE	2,235.69	0.23	2,000.00	0.07	18,348.19	0.06	24,000.00	0.07
Total COMMUNICATIONS & FREIGHT:		14,016.57	1.43	14,719.17	0.54	121,717.49	0.38	176,630.00	0.54
UTILITY SERVICES									

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UTILITY SERVICES										
52245-001-0000-043	UTILITIES	21,386.60	2.17	15,506.92	0.57	137,227.80	0.43	186,083.00	0.57	
52245-001-2060-043	UTILITY SERVICES - OCHOPEE	1,133.35	0.12	1,062.50	0.04	8,918.42	0.03	12,750.00	0.04	
Total UTILITY SERVICES:		22,519.95	2.29	16,569.42	0.61	146,146.22	0.46	198,833.00	0.61	
RENTALS & LEASES										
52250-001-0000-044	RENTALS & LEASES	66.99	0.01	666.67	0.02	1,103.86	0.00	8,000.00	0.02	
52250-001-0015-044	RENTALS & LEASES - E-FLEET	9,523.81	0.97	9,764.08	0.36	85,484.60	0.27	117,169.00	0.36	
52250-001-2010-044	RENTALS & LEASES - FELLOWSHII	0.00	0.00	0.00	0.00	741.08	0.00	0.00	0.00	
52250-001-8000-044	RENTALS & LEASES - FACILITIES/M	9,000.00	0.92	2,700.00	0.10	36,100.00	0.11	32,400.00	0.10	
Total RENTALS & LEASES:		18,590.80	1.89	13,130.75	0.48	123,429.54	0.39	157,569.00	0.48	
INSURANCE GENERAL										
52255-001-0000-045	GENERAL INSURANCE	303.00	0.03	26,878.08	0.98	382,544.71	1.19	322,537.00	0.98	
Total INSURANCE GENERAL:		303.00	0.03	26,878.08	0.98	382,544.71	1.19	322,537.00	0.98	
REPAIR & MAINT										
52260-001-0500-046	REPAIRS- HURRICANE IRMA	0.00	0.00	18,750.00	0.69	5,136.78	0.02	225,000.00	0.69	
52260-001-0700-046	REPAIR - RADIOS	0.00	0.00	666.67	0.02	3,446.14	0.01	8,000.00	0.02	
52260-001-1000-046	REPAIR & MAINTENACE - ADMIN	0.00	0.00	2,083.33	0.08	4,386.55	0.01	25,000.00	0.08	
52260-001-2000-046	REPAIR & MAINT - OPERATIONS	6,358.26	0.65	1,000.00	0.04	19,698.44	0.06	12,000.00	0.04	
52260-001-2060-046	REPAIR & MAINT OCHOPEE	511.10	0.05	1,166.67	0.04	10,964.07	0.03	14,000.00	0.04	
52260-001-3000-046	REPAIR & MAINT. FIRE & LIFE SAFI	150.00	0.02	997.92	0.04	2,853.33	0.01	11,975.00	0.04	
52260-001-4010-046	VEHICLE REPAIR - GNFRD VEHICL	27,100.40	2.76	33,333.33	1.22	213,600.24	0.67	400,000.00	1.22	
52260-001-4011-046	VEHICLE REPAIR - NON GNFRD	412.50	0.04	2,500.00	0.09	37,601.79	0.12	30,000.00	0.09	
52260-001-4020-046	REPAIR & MAINTENANCE- MARC L	0.00	0.00	7,067.08	0.26	5,521.64	0.02	84,805.00	0.26	
52260-001-4060-046	VEHICLE REPAIR - OCHOPEE	1,828.99	0.19	2,666.67	0.10	15,117.15	0.05	32,000.00	0.10	
52260-001-4112-046	REPAIR & MAINT - MARINE VESSEI	74.54	0.01	500.00	0.02	5,900.08	0.02	6,000.00	0.02	
52260-001-4115-046	MARINE VESSEL REP & MAINT - NI	0.00	0.00	0.00	0.00	381.74	0.00	0.00	0.00	
52260-001-4160-046	MARINE VESSEL REP & MAINT OC	47.07	0.00	625.00	0.02	421.15	0.00	7,500.00	0.02	
52260-001-5000-046	REPAIR & MAINTENANCE - TRAINII	0.00	0.00	208.33	0.01	3,572.98	0.01	2,500.00	0.01	
52260-001-6000-046	REPAIR & MAINT - SPECIAL OPERA/	0.00	0.00	1,666.67	0.06	0.00	0.00	20,000.00	0.06	
52260-001-6010-046	REPAIR & MAINTENANCE - DIVE	650.00	0.07	0.00	0.00	766.57	0.00	0.00	0.00	
52260-001-6012-046	REPAIR & MAINTENANCE - SCBA	44.00	0.00	1,208.33	0.04	619.45	0.00	14,500.00	0.04	
52260-001-7000-046	REPAIR & MAINTENANCE - MEDIC/	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01	
52260-001-8000-046	REPAIR & MAINT - FACILITIES/MAIL	45,609.46	4.64	11,741.67	0.43	88,724.36	0.28	140,900.00	0.43	
Total REPAIR & MAINT:		82,786.32	8.42	86,390.00	3.16	418,712.46	1.31	1,036,680.00	3.16	
PRINTING										
52265-001-0000-047	PRINTING & BINDING	171.46	0.02	125.00	0.00	1,365.18	0.00	1,500.00	0.00	
Total PRINTING:		171.46	0.02	125.00	0.00	1,365.18	0.00	1,500.00	0.00	

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OFFICE SUPPLIES									
52270-001-0000-051	OFFICE SUPPLIES	1,605.24	0.16	958.33	0.04	10,709.47	0.03	11,500.00	0.04
Total OFFICE SUPPLIES:		1,605.24	0.16	958.33	0.04	10,709.47	0.03	11,500.00	0.04
FUELS & LUBRICANTS									
52275-001-0010-052	FUELS & LUBRICANTS	332.09	0.03	2,625.00	0.10	8,005.62	0.02	31,500.00	0.10
52275-001-0011-052	FUELS & LUBRICANTS - UNLEADED	6,133.61	0.62	3,583.33	0.13	50,236.89	0.16	43,000.00	0.13
52275-001-0012-052	FUELS & LUBRICANTS - DIESEL	12,668.61	1.29	13,750.00	0.50	106,991.18	0.33	165,000.00	0.50
52275-001-0090-052	MARINE NON-ETHANOL UNLEADED	1,701.74	0.17	1,625.00	0.06	13,217.74	0.04	19,500.00	0.06
52275-001-2060-052	FUEL - OCHOPEE	0.00	0.00	981.25	0.04	0.00	0.00	11,775.00	0.04
Total FUELS & LUBRICANTS:		20,836.05	2.12	22,564.58	0.83	178,451.43	0.56	270,775.00	0.83
OPERATING SUPPLIES									
52285-001-0000-052	OPERATING-GEN-GEN	0.00	0.00	333.33	0.01	0.00	0.00	4,000.00	0.01
52285-001-1000-052	OPERATING SUPPLIES - ADMIN	277.02	0.03	275.00	0.01	1,443.82	0.00	3,300.00	0.01
52285-001-2000-052	OPERATING SUPPLIES - OPERATING	1,560.16	0.16	3,041.67	0.11	26,939.15	0.08	36,500.00	0.11
52285-001-2010-052	OPERATING EXPENSE - FF FELLOW	0.00	0.00	0.00	0.00	1,561.22	0.00	0.00	0.00
52285-001-2020-052	OPERATING EXP - HURRICANE MITIGATION	0.00	0.00	0.00	0.00	1,201.91	0.00	0.00	0.00
52285-001-2060-052	OPERATING SUPPLIES - OCHOPEE	231.25	0.02	291.67	0.01	1,855.15	0.01	3,500.00	0.01
52285-001-3000-052	OPERATING SUPPLY - FIRE & LIFE	70.63	0.01	1,250.00	0.05	2,359.46	0.01	15,000.00	0.05
52285-001-4000-052	OPERATING SUPPLIES - FLEET	282.68	0.03	666.67	0.02	5,201.62	0.02	8,000.00	0.02
52285-001-5000-052	OPERATING SUPPLIES - TRAINING	14.44	0.00	416.67	0.02	3,418.09	0.01	5,000.00	0.02
52285-001-6010-052	OPERATING SUPPLIES - DIVE	0.00	0.00	0.00	0.00	828.00	0.00	0.00	0.00
52285-001-7000-052	OPERATING SUPPLIES - MEDICAL	1,517.50	0.15	4,166.67	0.15	19,068.41	0.06	50,000.00	0.15
52285-001-8000-052	OPERATING SUPPLIES - FACILITIES	664.53	0.07	458.33	0.02	808.18	0.00	5,500.00	0.02
Total OPERATING SUPPLIES:		4,618.21	0.47	10,900.01	0.40	64,685.01	0.20	130,800.00	0.40
SMALL EQUIPMENT									
52910-001-1000-049	SMALL EQUIPMENT - ADMIN	41.98	0.00	1,250.00	0.05	2,682.79	0.01	15,000.00	0.05
52910-001-2000-049	SMALL EQUIPMENT - OPERATIONS	235.16	0.02	7,912.50	0.29	99,922.97	0.31	94,950.00	0.29
52910-001-2060-049	SMALL EQUIPMENT - OCHOPEE	0.00	0.00	833.33	0.03	2,124.26	0.01	10,000.00	0.03
52910-001-3000-049	SMALL EQUIP - FIRE & LIFE SAFETY	0.00	0.00	1,027.67	0.04	2,978.71	0.01	12,332.00	0.04
52910-001-4000-049	SMALL EQUIPMENT - FLEET	285.00	0.03	416.67	0.02	1,619.65	0.01	5,000.00	0.02
52910-001-5000-049	SMALL EQUIP - TRAINING	0.00	0.00	766.67	0.03	2,649.35	0.01	9,200.00	0.03
52910-001-6010-049	SMALL EQUIP - DIVE RESCUE	0.00	0.00	208.33	0.01	3,922.19	0.01	2,500.00	0.01
52910-001-6011-049	SMALL EQUIP - HAZ MAT	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01
52910-001-6012-049	SMALL EQUIPMENT - SCBA	0.00	0.00	0.00	0.00	1,100.00	0.00	0.00	0.00
52910-001-6013-049	SMALL EQUIPMENT - USAR	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01
52910-001-6014-049	SMALL EQUIPMENT - MERT	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01
52910-001-7000-049	SMALL EQUIP - MEDICAL	0.00	0.00	416.67	0.02	100.00	0.00	5,000.00	0.02

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SMALL EQUIPMENT									
52910-001-8000-049	SMALL EQUIP-FACILITIES & MAINT	439.99	0.04	291.67	0.01	817.34	0.00	3,500.00	0.01
Total SMALL EQUIPMENT:		1,002.13	0.10	13,748.50	0.50	117,917.26	0.37	164,982.00	0.50
UNIFORMS									
52920-001-1000-052	UNIFORMS - ADMIN	110.00	0.01	916.67	0.03	4,893.31	0.02	11,000.00	0.03
52920-001-2000-052	UNIFORMS-OPERATIONS	461.10	0.05	7,083.33	0.26	42,523.69	0.13	85,000.00	0.26
52920-001-2011-052	UNIFORMS - BUNKER GEAR	10,473.21	1.07	11,149.67	0.41	83,128.29	0.26	133,796.00	0.41
52920-001-3000-052	UNIFORMS - FIRE & LIFE SAFETY	0.00	0.00	416.67	0.02	2,687.00	0.01	5,000.00	0.02
Total UNIFORMS:		11,044.31	1.12	19,566.34	0.72	133,232.29	0.42	234,796.00	0.72
BOOKS, DUES									
52930-001-1000-055	BOOKS, DUES - ADMIN	615.78	0.06	3,423.33	0.13	24,302.09	0.08	41,080.00	0.13
52930-001-2000-055	BOOKS, DUES - OPERATIONS	2,713.59	0.28	10,833.33	0.40	75,665.32	0.24	130,000.00	0.40
52930-001-3000-055	BOOKS, DUES - FIRE & LIFE SAFETY	1,408.38	0.14	1,687.50	0.06	14,331.24	0.04	20,250.00	0.06
52930-001-4000-055	BOOKS, DUES - FLEET	0.00	0.00	865.00	0.03	4,775.31	0.01	10,380.00	0.03
52930-001-5000-055	BOOKS, DUES - TRAINING	478.90	0.05	5,833.33	0.21	4,361.23	0.01	70,000.00	0.21
52930-001-5010-055	BOOKS, DUES - TRAINING CPR	0.00	0.00	83.33	0.00	100.00	0.00	1,000.00	0.00
52930-001-6000-055	BOOKS, DUES- SPECIAL OPERATIONS	0.00	0.00	100.00	0.00	0.00	0.00	1,200.00	0.00
52930-001-6010-055	BOOKS, DUES-DIVE	0.00	0.00	0.00	0.00	315.00	0.00	0.00	0.00
52930-001-6012-055	BOOKS, DUES - CERT	0.00	0.00	166.67	0.01	3,071.55	0.01	2,000.00	0.01
52930-001-7000-055	BOOKS, DUES - MEDICAL	0.00	0.00	958.33	0.04	1,541.50	0.00	11,500.00	0.04
Total BOOKS, DUES:		5,216.65	0.53	23,950.82	0.88	128,463.24	0.40	287,410.00	0.88
CAPITAL OUTLAY									
52940-001-0000-062	CAPITAL OUTLAY - BUILDING & IMI	0.00	0.00	2,916.67	0.11	0.00	0.00	35,000.00	0.11
52940-001-0000-064	CAPITAL OUTLAY - EQUIP & FURNI	0.00	0.00	16,766.67	0.61	42,932.09	0.13	201,200.00	0.61
52940-001-0000-068	CAPITAL OUTLAY - INTANGIBLE AS	0.00	0.00	416.67	0.02	0.00	0.00	5,000.00	0.02
52940-001-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	20,031.67	0.73	214,980.24	0.67	240,380.00	0.73
52940-001-0000-070	CAPITAL OUTLAY - FIRE & RESCUE	0.00	0.00	17,727.08	0.65	0.00	0.00	212,725.00	0.65
Total CAPITAL OUTLAY:		0.00	0.00	57,858.76	2.12	257,912.33	0.80	694,305.00	2.12
Total Expenses:		2,304,338.60	234.33	2,757,019.95	100.95	22,573,988.90	70.42	33,084,235.00	100.95
Net Income from Operations:		-1,320,982.23	-134.33	-25,916.04	-0.95	9,480,807.20	29.58	-310,988.00	-0.95
Earnings before Income Tax:		-1,320,982.23	-134.33	-25,916.04	-0.95	9,480,807.20	29.58	-310,988.00	-0.95
Net Income (Loss):		-1,320,982.23	-134.33	-25,916.04	-0.95	9,480,807.20	29.58	-310,988.00	-0.95

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**Balance Sheet
As of 6/30/2019**

Greater Naples Fire Rescue District (IMP)

Assets			
10100-301-0000-001	IMPACT FEES (IBERAIBANK)	\$	5,656,356.35
Total Assets:			<u>\$ 5,656,356.35</u>
Equity			
28100-301-0000-001	FUND BALANCE - IMPACT FEES PRIOR YEAR RESTRICTED	\$	5,135,764.09
28100-301-0000-002	Retained Earnings-Current Year	\$	520,592.26
28100-301-0000-002	FUND BALANCE IMPACT FEES CURRENT YEAR	\$	0.00
Total Equity:			<u>\$ 5,656,356.35</u>
Total Liabilities & Equity:			<u>\$ 5,656,356.35</u>

Impact Fees Income Statement
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (IMP)

	Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
Revenue								
IMPACT FEES								
32400-301-0000-110 IMPACT FEES	135,716.30	95.05	108,333.33	98.86	979,595.93	95.76	1,300,000.00	98.86
Total IMPACT FEES:	135,716.30	95.05	108,333.33	98.86	979,595.93	95.76	1,300,000.00	98.86
GRANTS								
33100-301-0000-200 FEDERAL GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33400-301-0000-200 STATE GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total GRANTS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST EARNINGS								
36100-301-0000-100 INTEREST	7,069.58	4.95	1,250.00	1.14	43,405.22	4.24	15,000.00	1.14
Total INTEREST EARNINGS:	7,069.58	4.95	1,250.00	1.14	43,405.22	4.24	15,000.00	1.14
OTHER MISCELLANEOUS INCOME								
36400-301-0000-000 DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36400-301-0000-001 OTHER MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total OTHER MISCELLANEOUS INCOME:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:	142,785.88	100.00	109,583.33	100.00	1,023,001.15	100.00	1,315,000.00	100.00
Gross Profit:	142,785.88	100.00	109,583.33	100.00	1,023,001.15	100.00	1,315,000.00	100.00
Expenses								
IMPACT FEE EXPENSE								
51700-301-0000-071 DEBT SERVICES	72,748.71	50.95	32,155.00	29.34	220,870.78	21.59	385,860.00	29.34
51700-301-0000-072 DEBT SERVICES -INTEREST	16,440.97	11.51	6,833.33	6.24	50,896.78	4.98	82,000.00	6.24
52220-301-0000-031 PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52230-301-0000-037 CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52240-301-0000-042 FREIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52250-301-0000-044 RENTAL AND LEASE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52285-301-2000-052 OPERATING SUPPLIES - SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total IMPACT FEE EXPENSE:	89,189.68	62.46	38,988.33	35.58	271,767.56	26.57	467,860.00	35.58
SMALL EQUIPMENT								
52910-301-2000-049 SMALL EQUIPMENT - OPS - SAFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52910-301-2010-046 NEW VEHICLE SMALL PARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52910-301-4000-049 SMALL EQUIPMENT AND TOOLS	0.00	0.00	0.00	0.00	56,563.86	5.53	0.00	0.00
Total SMALL EQUIPMENT:	0.00	0.00	0.00	0.00	56,563.86	5.53	0.00	0.00
UNIFORMS								
52920-301-2000-052 UNIFORMS - SAFER GRANT	0.00	0.00	0.00	0.00	4,251.87	0.42	0.00	0.00
52920-301-2011-052 UNIFORMS - BUNKER GEAR - SAFER	0.00	0.00	0.00	0.00	35,773.15	3.50	0.00	0.00
Total UNIFORMS:	0.00	0.00	0.00	0.00	40,025.02	3.91	0.00	0.00

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Impact Fees Income Statement
For The 9 Periods Ended 6/30/2019

Greater Naples Fire Rescue District (IMP)

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
CAPITAL OUTLAY									
52940-301-0000-061	LAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-062	CAPITAL OUTLAY - BUILDING & IMI	0.00	0.00	0.00	0.00	1,331.09	0.13	0.00	0.00
52940-301-0000-063	CAPITAL OUTLAY - INFRASTRUCTI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-064	CAPITAL OUTLAY - EQUIP & FURNI	0.00	0.00	10,833.33	9.89	132,721.36	12.97	130,000.00	9.89
52940-301-0000-065	CAPITAL OUTLAY - CONST. IN PRC	0.00	0.00	41,666.67	38.02	0.00	0.00	500,000.00	38.02
52940-301-0000-066	CAPITAL OUTLAY - PROP UNDER C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-067	CAPITAL OUTLAY - SPECIAL RESP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-068	CAPITAL OUTLAY - INTANGIBLE AS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	1,166.67	1.06	0.00	0.00	14,000.00	1.06
52940-301-0000-070	CAPITAL OUTLAY - FIRE & RESCUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0010-062	CAPITAL OUTLAY - IMPROV OTHE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-900-0000-059	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAPITAL OUTLAY:		0.00	0.00	53,666.67	48.97	134,052.45	13.10	644,000.00	48.97
Total Expenses:		89,189.68	62.46	92,655.00	84.55	502,408.89	49.11	1,111,860.00	84.55
Net Income From Operations:		53,596.20	37.54	16,928.33	15.45	520,592.26	50.89	203,140.00	15.45
Earnings Before Income Tax:		53,596.20	37.54	16,928.33	15.45	520,592.26	50.89	203,140.00	15.45
Net Income (Loss):		53,596.20	37.54	16,928.33	15.45	520,592.26	50.89	203,140.00	15.45

Balance Sheet
As of 6/30/2019

GNFRD Hydrant Fund (HYD)

Assets				
10100-101-0000-001	HYDRANT OPERATING ACCOUNT	\$	466,241.17	
	Total Assets:		\$	<u><u>466,241.17</u></u>
Equity				
28200-101-0000-001	FUND BALANCE - HYDRANT ASSIGNED (PRIOR YTD)	\$	453,687.13	
28200-101-0000-003	Retained Earnings-Current Year	\$	12,554.04	
28200-101-0000-003	FUND BALANCE-CURRENT YEAR	\$	0.00	
	Total Equity:		\$	<u><u>466,241.17</u></u>
	Total Liabilities & Equity:		\$	<u><u>466,241.17</u></u>

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HYDRANT FUND INCOME STATEMENT
For The 9 Periods Ended 6/30/2019

GNFRD Hydrant Fund (HYD)

	Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
Revenue								
HYDRANT MAINTENANCE INCOME								
32400-101-0000-900 HYDRANT MAINTENANCE	0.00	0.00	2,500.00	95.24	10,000.00	72.22	30,000.00	95.24
Total HYDRANT MAINTENANCE INCOME:	0.00	0.00	2,500.00	95.24	10,000.00	72.22	30,000.00	95.24
INTEREST EARNINGS								
36100-101-0000-100 INTEREST EARNINGS	574.11	100.00	125.00	4.76	3,846.69	27.78	1,500.00	4.76
Total INTEREST EARNINGS:	574.11	100.00	125.00	4.76	3,846.69	27.78	1,500.00	4.76
Total Revenue:	574.11	100.00	2,625.00	100.00	13,846.69	100.00	31,500.00	100.00
Gross Profit:	574.11	100.00	2,625.00	100.00	13,846.69	100.00	31,500.00	100.00
Expenses								
52200-101-0000-046 REPAIR AND MAINTENANCE	0.00	0.00	2,916.67	111.11	1,292.65	9.34	35,000.00	111.11
52220-101-0000-031 PROFESSIONAL SERVICES - COUN	0.00	0.00	291.67	11.11	0.00	0.00	3,500.00	11.11
Total Expenses:	0.00	0.00	3,208.34	122.22	1,292.65	9.34	38,500.00	122.22
Net Income From Operations:	574.11	100.00	-583.34	-22.22	12,554.04	90.66	-7,000.00	-22.22
Earnings Before Income Tax:	574.11	100.00	-583.34	-22.22	12,554.04	90.66	-7,000.00	-22.22
Net Income (Loss):	574.11	100.00	-583.34	-22.22	12,554.04	90.66	-7,000.00	-22.22

Greater Naples Fire Rescue District
Disposition of Fixed Assets
19-006

To: Board of Fire Commissioners		Date: 7/9/2019					
Inventory No.	Qty.	Description	Condition	Age (years)	Comments Disposal Method	Location	Org Cost
264	1	2006 Ford Explorer ID #02-06-9546	Poor	13	Auction	Fleet	\$22,100.00
		VIN # IFMEU72E76UV79546					
8535	1	Lightbar	Poor	13	Donation to Forest Service	Fleet	\$1,295.00
						TOTAL:	\$23,395.00

Reviewed by: Tara Bishop, Director
Prepared by: Wayne Martin, Deputy Chief

Date: 7/9/2019
Date: 6/28/2019

We, the undersigned, certify that the property items listed on this form are in the stated condition and warrant disposition.
 Motion to dispose of listed property offered by Commissioner _____, seconded by Commissioner _____. Motion
 passed by a vote of ____ to _____. Signed this 11th day of June 2019.

Commissioner Jeff Page

Commissioner Charles Cottiers

Commissioner Kevin Gerrity

Commissioner Tom Henning

Commissioner David Stedman



MINUTES
GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS MEETING
June 11, 2019

I. MEETING OPENED

Chairman Henning called to order the regular meeting of the Greater Naples Fire Rescue District's Board of Fire Commissioners meeting at 5:30pm., on June 11, 2019 at Administrative Headquarters. Present were Commissioners Henning, Page, Cottiers, Gerrity, and Stedman. Executive Staff in attendance: Fire Chief Schuldt, Assistant Chief Sapp, Director Bishop, Deputy Chiefs Martin and McLaughlin. Staff in attendance: Suanne Woeste. Public in attendance Rusty Godette and Jarett Cotter. Others were in attendance but did not sign in.

A. Pledge of Allegiance and Invocation

Chairman Henning opened the meeting with the Pledge of Allegiance followed by the invocation by Commissioner Gerrity.

B. Line of Duty Deaths Reading and Moment of Silence

Chief Schuldt reported there were a total of 5 firefighter fatalities for the month of May, bringing the total for 2019 to 19, followed by a moment of silence.

C. Consent Agenda

Commissioner Page moved to approve the Consent Agenda as presented. Commissioner Gerrity requested the Treasure's Report be removed from the Consent Agenda and be discussed separately. Commissioner Page amended his motion to include request.

Commissioner Stedman seconded. Motion passed 5-0.

1. Treasurer's Report (*moved to II. Old Business D.*)
2. Disposition of Fixed Assets 19-005
3. At-A-Boy

D. Approval, Additions and Deletions to the Agenda

- Director Bishop added a handout titled Budget Comparison FY 2018-2019, to be added to the Treasure's Report. The Treasure's Report was also moved under II. Old Business D.
- A handout from Union President Nelmes was also inserted for the Local 2396 Report.

Commissioner Henning moved to approve the Agenda as amended. Commissioner Cottiers seconded. Motion passed 5-0.

- For transparency Director Bishop stated Staff is requesting an Executive Session at the close of the BOFC meeting to discuss ongoing Collective Bargaining. The Board had no objections.

E. Approval of the GNFD Board Minutes for May 14, 2019

Commissioner Cottiers moved to approve the minutes as presented. Commissioner Stedman seconded. Motion passed 5-0.

F. Awards and Recognition

Chief Schuldt recognized the following employees:

- Lieutenant Promotions: J. Beckman, J. Bledsoe, and B. Krick
- Driver Engineer Promotions: T. Andrews, D. Festa, and P. Pernak
- Eagle Awards



MINUTES
GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS MEETING
June 11, 2019

- ◆ Firefighters: M. Castaneda, J. Farley, B. Frazier, K. King, R. Oxar, B. Packard, D. Perez, P. Pernak, N. Pratt, D. Rojas, M. Tomaselli, and M. Zmejkoski
- ◆ Driver Engineers: A. Cline, D. Cranor, J. Crouse, K. Moyer, A. Orsolini, and M. Stoller
- ◆ Lieutenants: M. Arroyo, J. Boutilier, M. Lowe, A. McGee, J. Michael, T. Nugent, D. Sawyer, and J. Taylor
- ◆ Captains S. Hogan and J. Seller and Battalion Chief J. Davenport

G. Fire Chief's Report

Chief Schuldt presented report as submitted and added the following:

- Chairman Henning and Chief Schuldt met with Congressman Mario Diaz-Balart regarding future funding strategizes for the Ochopee Fire District.
- District and County staff have been working together to draft a new Ochopee Management Agreement. The District desires to closely align the terms to the FDOT agreement. Also requested is a replacement plan for 2 new fire apparatus for the Ochopee service area. The draft Agreement is currently with the County for their review and acceptance.
- A one-year Extension Agreement for Management Services of the Ochopee Fire and Rescue District will be discussed later tonight to ensure no lapse in coverage. The proposed Extension and Amendment Agreement will extend services to 9/30/2020. Staff will continue to work on a longer-term agreement.
- As of today, the Governor has not yet signed the bill to continue funding for MM63. The legislative session is over and a new budget starts July 1, GNFD does not currently have a funding schedule or an Agreement with FDOT. If funding does not come through decisions will have to be made. Discussion on the deadline followed.
- *Chairman Henning questioned Chief Schuldt's time line on merging with Ochopee.* Chief Schuldt stated 2024 was put into the Agreement to offer flexibility so if the merger doesn't happen by 2022, the Agreement would not have to be amended. It can happen earlier if that is the Board's direction.
- *Commissioner Gerrity stated we cannot move forward with a merger proposal without a funding strategy. Chairman Henning stated it will be included with Bill.*

H. Chapter 175 Firefighters' Pension Plan

No report submitted.

I. Local 2396 Report - President Kevin Nelmes

Report submitted as handout.

II. OLD BUSINESS

A. AIW – KNOX Key Secure Update

Director Bishop presented the background information on the Knox KeySecure units. *Commissioner Gerrity moved to accept Staff's recommendation and proceed with the update terms within the Knox correspondence dated June 7, 2019 and move forward with accepting the enhanced Knox KeySecure units to be utilized in frontline apparatus and support vehicles. Commissioner Cottiers seconded. Motion passed 5-0.*



MINUTES
GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS MEETING
June 11, 2019

- B. AIW – Station 21 Generator Grant- Deputy Chief McLaughlin**
Commissioner Gerrity moved to accept staff's recommendation and accept the Fire Management Assistance Grant for the purpose of purchasing and installing a new generator for the Station 21 Public Safety Facility. Commissioner Cottiers seconded. Motion passed 5-0.
- C. AIW – Ochopee Management Agreement Extension & Amendment**
Commissioner Cottiers moved to accept staff's recommendation and approve the one-year extension agreement for management services of the Ochopee Fire and Rescue District. Commissioner Stedman seconded. Motion passed 5-0.
- D. Treasurer Report**
Director Bishop referenced the Budget Comparison FY 2018-2019 handout and stated the ad valorem collection is at 97.87%. Of the projected 30.7 million we have received almost 29.4 million. Revenue is coming in as expected, monies are coming in from the Federal Grant for Hurricane Irma reimbursement and the FMAG 30th Ave fire. Next month's report will reflect an additional \$284,371.00, which was received today for labor costs during Irma. Changes in the interest rate have also provided a collection of 149% of the budgeted amount. Expenses remain on track. *Commissioner Henning made a motion to approve Treasurer Report. Commissioner Cottiers seconded. Motion passed 5-0.*

III. NEW BUSINESS

- A. AIW- Ballistics / NFPA 3000**
Chief Sapp presented information regarding the purchase of ballistic armor. In light of Active Shooter Hostile Event Responses (ASHER), the District wishes to protect our employees, to the best of our ability for these situations. The goal is to have protective armor for each seat of the apparatus that will respond. The purchase not to exceed \$50,000 will be covered with \$25,000 budgeted from General Fund-Uniforms, and \$25,000 Impact Fees, to be released from Impact Fee reserves. *Stedman- Why not use all Impact Funds for purchase? Page- Also questioned why not use all Impact Funds? I think it's time we get a new Impact Fee Attorney. Henning- We can give approval and have Staff seek out legal opinion on the use of Impact Fees. Commissioner Cottiers made motion to move forward with purchase of the ballistic gear and to get legal advice on the use of Impact Fees. Commissioner Stedman seconded. Motion passed 5-0.*
- B. AIW- EMS Position**
Chief Schuldt stated the current ALS Coordinating officer has been a non-exempt temporary assignment and it is necessary to make a formal appointment and transition to Division Chief. An exempt classification will enhance program effectiveness in a number of areas including, but not limited to; infection control, HIPAA compliance, and continuous quality improvement programs, all of which involve confidential patient and emergency services worker related information where an exempt employee is best suited to address. This isn't a financial matter, but a better way to manage the ALS Program here in the District. *Page-Supports moving forward with position, we need to utilize the Medical Director, Dr. Tober in the selection process. Gerrity- It is a step in the right direction, 60% of all calls are medical related. We need to consider staffing Sta. 76 differently, put an on-duty paramedic Battalion Chief who would be the on duty medical person who could handle the things listed above and*



MINUTES
GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS MEETING
June 11, 2019

still be available to run medical calls. Henning responded- This is a management position approved through the budget. Stedman- Why does it need to be a Division Chief? Schuldt- Representing the Fire Chief is better suited in a management position. Stedman- Agreed, but why not Captain or Battalion Chief? Schuldt- Captains are a labor position and BC's are 1st level "shift" officers. Division Chiefs are the 1st level 40 hour Chief officers. The job description is on the GNFD website. Commissioner Stedman made a motion to sunset the current ALS Coordinate Office appointment and reclassify the position to Division Chief- EMS. Commissioner Cottiers seconded. Motioned passed 5-0.

C. AIW- FY 19-20 Budget Meeting Schedule

Director Bishop presented the proposed dates and times for the upcoming Budget meetings. *Commissioner Gerrity made a motion to approve the calendar as presented and asked for dates and times to be emailed, along with reminders. Chairman Henning seconded. Motion passed 5-0*

D. Public Comment

None

E. Comments by Commissioners

- Commissioner Page appreciates the EMS position moving forward, it is a good step for the future.

IV. ADJOURNMENT

Commissioner Stedman made a motion to adjourn. Commissioner Page seconded. Motion passed 5-0. Meeting Adjourned 6:31pm.

Duly passed with a vote of _____ to _____ and adopted in session on the 9th day July 2019.

Chairman Tom Henning

Commissioner David Stedman

Commissioner Charles Cottiers

Commissioner Jeff Page

Commissioner Kevin Gerrity



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

JUNE, 2019

REPORTING OFFICER	Kingman Schuldt, Fire Chief
TYPE	Monthly – Commission
SUBMITTAL DATE	July 2, 2019

ACTIVITIES REPORT

Legislative House Bill 905 was signed by the Governor on June 25th and extends the FDOT's obligation to reimburse the Fire District for the direct actual operating costs of the fire station at mile marker 63 on Alligator Alley. The bill furthermore requires a local contribution from the Fire District; caps the amount of reimbursement in any state fiscal year; and transfers the ownership and title of all fire, rescue, and emergency equipment used at the fire station to the state on June 30, 2027.

The reoccurring funding for Fire Station 63 is in the amount of \$1.4 m annually with a 10% cost-share by the Fire District over an eight-year period. The District is currently working with the Florida Department of Transportation (FDOT) to develop an operating agreement that is expected to be retroactively approved to July 1, 2019.

Senate Bill 426 was also signed into law providing benefits to a firefighter upon receiving a diagnosis of cancer if certain conditions are met. The bill covers 21 types of cancer that have been identified as more prevalent in firefighters over the course of several studies: Bladder Cancer, Brain Cancer, Breast Cancer, Cervical Cancer, Colon Cancer, Esophageal Cancer, Intestinal Cancer, Invasive Skin Cancer, Kidney Cancer, Lung Cancer, Malignant Melanoma, Mesothelioma, Multiple Myeloma, Non-Hodgkin's Lymphoma, Oral/Pharynx Cancer, Ovarian Cancer, Prostate Cancer, Rectal Cancer, Stomach Cancer, Testicular Cancer, and Thyroid Cancer. The Bill also includes several additional requirements for the governing agency to provide

- (1) This bill requires certain levels of insurance coverage to be provided to firefighters, by the employer, when diagnosed with cancer. Out-of-pocket costs medical care costs would be reimbursed to the firefighter.
- (2) Firefighter employers must apply leave time/job retention policies as if the cancer were a line of duty injury.
- (3) Employer-sponsored retirement plans and Florida Statutes would consider death/disability from these cancers to be incurred in the line of duty.
- (4) Employers must provide firefighters diagnosed with cancer with a one-time \$25,000 payment upon a cancer diagnosis in lieu of a work comp settlement.
- (5) The bill restriction these benefits to firefighters with at least 5 years of service and who have not used tobacco in the prior 5 years, and these firefighters cannot have had other employment in workplaces with a proven higher risk of cancer.
- (6) The bill provides for cancer coverage to be carried into retirement (up to 10 years).



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

The District is actively working with several insurance industry professionals to secure an ancillary insurance plan to provide necessary coverages and manage the District's financial obligations. There are several proposals currently under review of the Florida Office of Insurance Regulation however, there are no plans approved specific to the bill thus far. Regardless, governmental agencies including fire districts are required to provide coverage beginning July 1, 2019.

Budget Prep - The District received the preliminary taxable value estimates indicated an approximate 9.5% increase. As a result, staff has begun initial budget development.

Ochopee Fire District

The annual Collier County/Clerk's inventory audit was recently completed and submitted without incident. Staff continues to work with County staff on a new interlocal agreement for services. As part of the District's proposal, it has been requested the County fund the replacement of Engines 60 and 61.

Job Descriptions – Several new Job Descriptions have been adopted or update; Division Chief – EMS, Division Chief (40-hour), Assistant Chief – Operations, and Logistics Technician.

Logistics

The Station 20 HVAC system was reported inoperable on June 19. During inspection of the system it was reported (by GNFD members) there may have been mold in the duct work. Vendor inspected and recommended a deep clean be conducted (no mold reported). Staff immediately requested a quote from the inspecting vendor. Due to the approximate cost of \$3,000 to facilitate repairs it was necessary to secure three quotes in accordance with the District's purchasing policy. On July 2nd the District had received one (1) valid quote and two (2) refusals to quote. As a result, the work was approved and scheduled to begin no later than July 8.

Stations 20 and 72 Roofs – Requests to bid were advertised with a closing date of July 15. Bids will move to the August Fire Commissioners' meeting for review and award.

Repair/Maintenance Reporting – The Logistics Section has implemented a new reporting system to better track and report current work order/repair status'. The initial report was distributed July 1, and anticipated a refined version will begin to be distributed weekly to all officers. This should greatly enhance transparency and tracking of outstanding maintenance needs.

Professional Development - Renovations to the new Section offices located in the old Station 70 administrative offices are nearly complete; new ceiling, lighting, paint and flooring complete, with base-board installation under way.

Division Chief EMS – The internal application period was announced on June 19 with a closing date of July 5. Staff is developing a transition plan to sunset the EMS Coordinator position and appropriately prepare any potential movement of affected personnel.



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Ambulance Orientation – Staff recently completed County EMS required Ambulance Orientation training for approximately 20+ GNFD firefighters, permitting them to participate in the ALS program.

In-service training has been completed for the new Brush 71 and the unit was placed in service July 5.

Fleet – June 31; Boat 90 was returned to service after an approximate two-week period where the vessel was out at a local boat yard for several repairs. Completed were repairs to the pump, preventive maintenance and treatment for hull corrosion, bow door, fuel tank vent, replacement of the lower unit to the port motor, and replacement of batteries and connections. District guidelines have been updated to enhance operational and maintenance procedures necessary to improve operations and limit future issues.

Engine 75 was recently returned from Ten-8 in Bradenton, FL for corrosion repairs. Ladder 21 is currently out of service, at Ten-8 for the same issue. Once Ladder 21 returns it will be necessary to remove Ladder 72 from service to also go to Ten-8 for corrosion repairs. This is an on-going issue with several of the Pierce purchased over the recent few years.

Engine 24 remains out of service as a result of damage occurring from a tire vendor that damaged the front axle when changing out tires.

Collier County EMS - June 12; Staff met with EMS staff to discuss several items to enhance current ALS services. The County is willing to begin purchasing and delivering the majority of ALS supplies for GNFD. This will reduce the need for the District warehouse and inventory many items, as well as standardizing supplies and equipment used by both agencies.

County EMS is moving forward with a new station in Golden Gate Estates and has inquired as to the District's desire to jointly staff the facility. Discussion was also held regarding the Paramedic credentialing process and the desire of the District to develop a similar program to credential EMS firefighters approved to ride on District apparatus. EMS advised the construction bid award for Station 25 is scheduled to go before the County Board in July.

Apparatus & Equipment Standardization – Reserve Engine 270 and 222 have largely equipped in effort to reserve apparatus immediately available for routine front-line apparatus during maintenance issues, deployments, or localized disasters.

Body Armor – Specifications were finalized and ordered executed for 51 sets of body armor with an expected delivery time of four to eight weeks. A draft operating guideline has been developed and anticipated to be finalized prior to the delivery of equipment.



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Upcoming Travel

July 15-19 - Southeastern Association of Fire Chiefs Conference; Murfreesboro, TN

July 24-31 - Personal leave

August 1 - Special District Summit, Orlando, FL

August 5-9 – International Association of Fire Chiefs Conference; Atlanta, GA

Public Programs

Events in June - 20

Contacts in May – 1,354

Events YTD - 117

Contacts YTD – 124,415

Customer Satisfaction Surveys – Not available

MEETINGS AND EVENTS

- Participated in the following teleconferences as board or committee member for the following organizations:
 - Southeastern Association of Fire Chiefs
 - EMS Advisory Council
 - Disaster Response Committee
 - Special Districts Summit Focus Brief
 -
- Meetings
 - Weekly Command Staff
 - Governing Document Committee
 - Naples Reserve CERT
 - Ochopee Agreement
 - Greater Naples Chamber of Commerce
 - Fully Involved
 - Negotiations
 - Labor Management
 - City of Everglades City Council
 - Ochopee Advisory Committee
 - Armed Forces Benefit Association Responder Task Force
 - FFCA SW Regional Meeting
 - Golden Gate Civic Association
 - Winding Cypress Homeowners
 - Golden Gate Estates Area Civic Association
 - Joint Lee/Collier Fire Chiefs
 - Health Care Pre-Renewal



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Investigative Section Statistics- May 1 through May 31, 2019

Inspection Statistics

Permitted Inspections: 613

Occupational/Business Tax License Inspections: 39

Annual Inspections: 25

Other Inspections: 224



Average wait time for an inspection in April: 2 Days

Current wait time as of June 30th: 2 Days

Investigations

Number of fire investigations: 1

Hours spent: 8

Fire Plans Review Statistics

Fire Plan Building Reviews: 395; decrease of 48 from April

Site Development/Planning Reviews: 72; increase of 10 from April

Everglades City Building Reviews: 4; increase of 1 from April

Average Review Time: 2 Days



GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Operations Response Statistics - June 2019

Total Incidents	1777
Total Responses	2051 (based on all apparatus)
Medical / Rescue	1167 calls for service.
Percentage Medical	65.7%
Fire / Other	610 calls for service
Busiest Response Unit	EN75 243 Incidents
Busiest Day of Week	Saturday 276 Incidents
Busiest Time of Day	16:00 to 16:59 107 Incidents

Fleet Services

Total repair costs - \$76,000.00
Total parts cost - \$22,963.00
Mechanic hours – 693.03
Ladder 21 repair costs - \$16,857
Ladder 21 remains out of District for repairs
Brush 71 in-servicing completed and released to Training

Greater Naples Fire Rescue District Alarm Summary Report / General Type of Assembly

Greater Naples Fire Rescue District	Jan-19	Feb-19	Mar-19	Apr-19	May-19	June-19	July-19	Aug-19	Sept-19	Oct-19	Nov-19	Dec-19	Total
*NA	5	5	6	4	2	4							26
100 Series Fire	34	24	38	44	63	42							245
200 Series Overpressure Rupture, Explosion, Overheat(no fire)		1	1	1	2	3							8
300 Series Rescue & Emergency Medical Service Incident	1305	1396	1509	1372	1196	1167							7945
400 Series Hazardous Condition(No fire)	19	9	16	23	24	22							113
500 Series Service Call	118	125	141	135	103	150							772
600 Series Good Intent Call	426	333	296	282	238	266							1841
700 Series False Alarm & False Call	115	99	113	103	115	120							665
800 Series Severe Weather					1	3							4
900 Series Special Incident Type		1	1										2
Grand Total	2022	1993	2121	1964	1744	1777	0	0	0	0	0	0	11621

Responses by day average	65.2	71.2	68.4	63.4	56.3	57.3	0.0	0.0	0.0	0.0	0.0	0.0	31.8
Average by Stations Daily	4	5	5	4	4	4	0	0	0	0	0	0	2
Average Medical vs. other calls for service (combined)	64.5%	70.0%	71.1%	69.9%	68.6%	65.7%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	68.4%

General Types of Assembly Usage	Jan-19	Feb-19	Mar-19	Apr-19	May-19	June-19	July-19	Aug-19	Sept-19	Oct-19	Nov-19	Dec-19	Total
*NA	7	8	7	6	5	5							38
Assembly	70	86	79	81	60	44							420
Educational	10	21	10	22	13	15							91
Health Care, Detention	278	222	253	251	231	251							1486
Industrial , Utility, Defense, Agriculture, Mining		1	1		1	1							4
Mercantile, Business	80	90	70	91	82	74							487
Outside or Special Property	388	441	472	423	375	367							2466
Residential	1180	1110	1210	1069	960	1006							6535
Storage	9	14	19	21	17	14							94
GRAND TOTAL	2022	1993	2121	1964	1744	1777	0	0	0	0	0	0	11621

Mutual Aid / Auto Aid Report # of Incidents

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Mutual Aid Given from GNFD	Incidents												
*NA													0
Bonita Springs Fire													0
City of Naples													0
Florida Forestry Service													0
Immokalee Fire													0
Marco Island													0
North Collier				1									1
Broward County / Dade County		1											1
Total	0	1	0	1	0	0	0	0	0	0	0	0	2
Mutual Aid Received to GNFD	Incidents												
*NA													0
Florida Forestry													0
City of Naples	1												1
Collier EMS													0
Immokalee Fire													0
Marco Island													0
North Collier			1										1
Ochophee													0
Broward County / Dade County													0
Total	1	0	1	0	0	0	0	0	0	0	0	0	2
Automatic Aid Report	**Auto Aid Call Data does not include calls we weren't on as well**												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Auto Aid Given	Incidents												
*NA													0
City of Naples	31	22	38	25	41	14							171
Florida Forestry Service													0
Immokalee Fire			1	1									2
Marco Island	17	13	18	20	13	9							90
Miami-Dade			1		1								2
North Collier	79	87	88	87	37	69							447
Total	127	122	146	133	92	92	0	0	0	0	0	0	712
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Auto Aid Received to GNFD	Incidents												
*NA													
Broward County													
Florida Forestry													0
City of Naples	20	12	10	6	19	8							75
Collier EMS													0
Immokalee Fire													0
Marco Island	4	6	4	3	5	1							23
North Collier	20	38	24	24	41	27							174
Total	44	56	38	33	65	36	0	0	0	0	0	0	272

GREATER NAPLES FRACTILE TRAVEL TIMES

/2019 TO 6/30/2019

Unit	< 4 Min	< 5 Min	< 6 Min	< 7 Min	< 9 Min	< 10 Min	< 11 Min	< 12 Min	> 12 Min
BA20	28.57	42.86	42.86	57.14	85.71	100.00	100.00	100.00	0.00
BA70	15.38	38.46	46.15	61.54	76.92	84.62	84.62	84.62	15.38
EN20	42.07	63.45	81.38	88.97	95.86	97.93	98.62	99.31	0.69
EN21	21.62	31.08	47.30	59.46	79.73	86.49	95.95	97.30	2.70
EN22	21.26	54.33	76.38	85.04	93.70	95.28	96.85	97.64	2.36
EN23	23.70	32.59	48.15	63.70	87.41	94.07	95.56	96.30	3.70
EN24	13.21	39.62	50.94	67.92	86.79	96.23	96.23	96.23	3.77
EN60	23.53	41.18	41.18	47.06	64.71	70.59	70.59	76.47	23.53
EN61	43.75	50.00	56.25	56.25	62.50	68.75	75.00	81.25	18.75
EN70	36.54	58.33	75.00	87.18	97.44	98.72	99.36	99.36	0.64
EN71	12.35	27.16	37.04	44.44	60.49	66.67	67.90	75.31	24.69
EN72	14.29	35.71	42.86	50.00	64.29	71.43	78.57	92.86	7.14
EN73	15.85	28.05	52.44	69.51	87.80	91.46	95.12	97.56	2.44
EN75	15.92	26.37	51.24	68.16	91.04	93.53	96.52	97.01	2.99
EN90	47.83	56.52	60.87	69.57	82.61	82.61	86.96	86.96	13.04
LA21	40.74	62.96	77.78	88.89	96.30	96.30	100.00	100.00	0.00
LA72	12.86	25.71	38.57	55.71	84.29	88.57	94.29	95.71	4.29
RE63	7.69	15.38	15.38	30.77	61.54	61.54	61.54	61.54	38.46
SQ21	28.38	39.19	60.14	75.00	90.54	92.57	93.92	95.95	4.05
SQ76	12.05	31.33	46.99	62.65	84.34	96.39	97.59	97.59	2.41

Zone	Alarms	Avg Resp
20	144	6
21	261	5
22	136	7
23	172	6
24	58	12
60	29	4
61	12	13
63	23	5
70	211	8
71	102	7
72	122	6
73	90	7
75	244	6
76	54	8
90	24	8
Out	95	8
	1777	

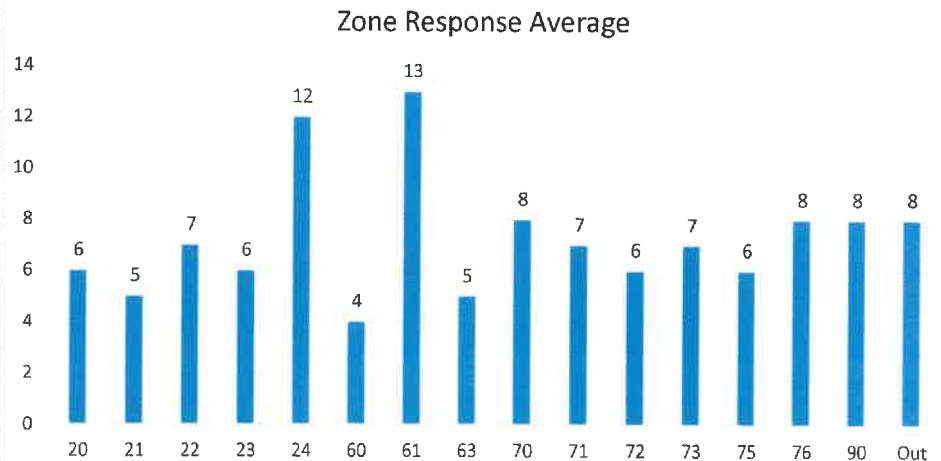
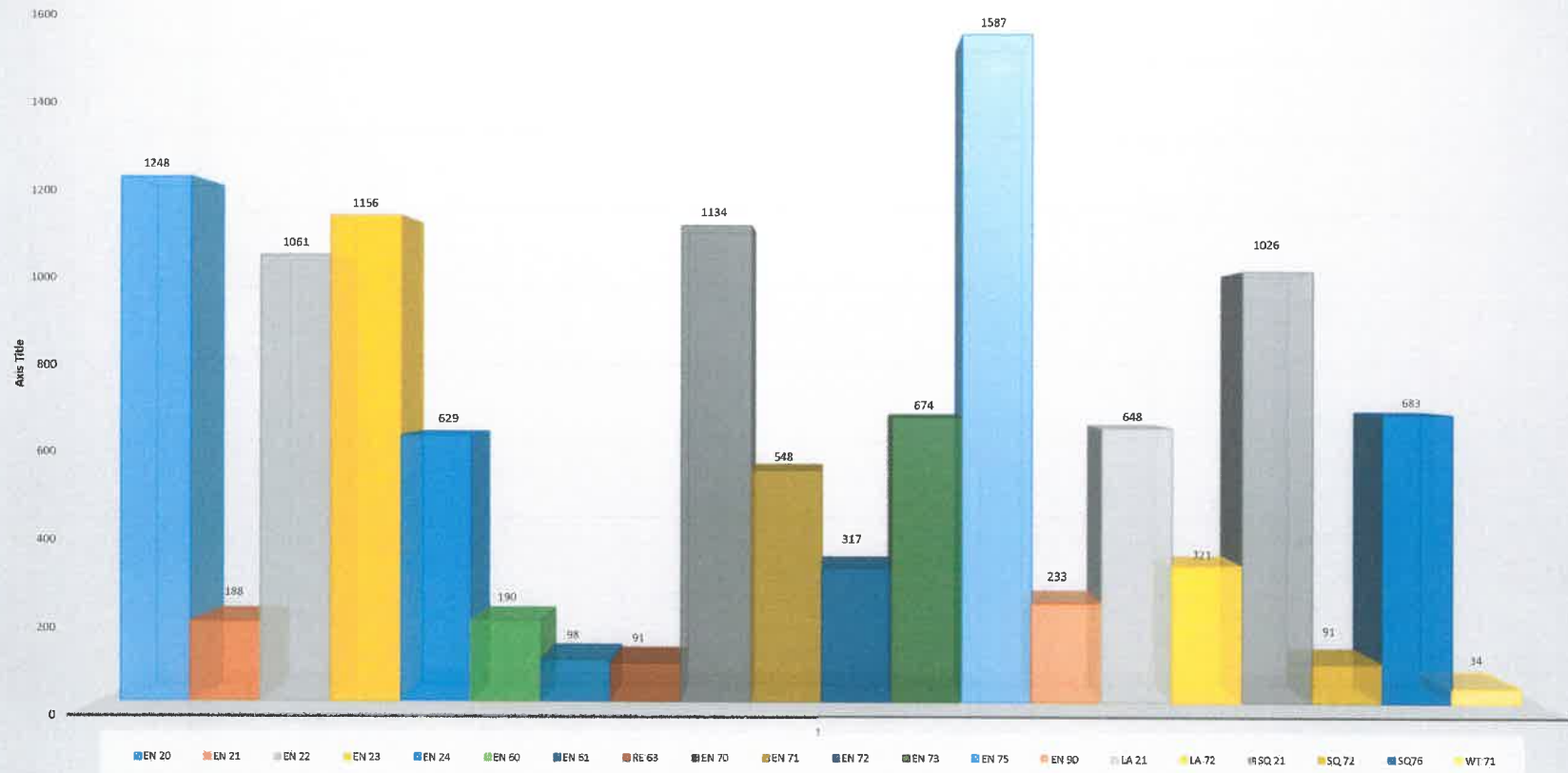


Image Trend Data

Apparatus Response Report

	Jan.-19	Feb.-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total	YTD
AT 23	0		0	0									0	0.00%
AT 60	0		0	0									0	0.00%
AT 63	1		4	1	1	2							9	0.07%
AT 90	0	9	0	0		1							10	0.08%
BA 20	72	58	73	58	51	57							369	2.82%
BA 60	3	3	6	4		2							18	0.14%
BA 70	70	77	67	73	66	71							424	3.24%
BO60	2	2	1	3	2	2							12	0.09%
BO 90	6	10	13	19	12	4							64	0.49%
BR 21	5	1	6	3	2								17	0.13%
BR 22	3	3	4	4	6	10							30	0.23%
BR 70	0		0	0									0	0.00%
BR 71	0		0	0	1								1	0.01%
BR 72	1		2	1	3	4							11	0.08%
BR 73	1	3	2	2	6	5							19	0.14%
CA 223	1	1	5	6	2	2							17	0.13%
CH 200	0		1	1	4								6	0.05%
CH 23	0		0	0									0	0.00%
CH 210	8	5	3	6	6	7							35	0.27%
EMS 25		4	1	1	5	3							14	0.11%
EN 20	239	216	226	215	199	153							1248	9.52%
EN 21	97	0	0	0		91							188	1.43%
EN 22	186	192	198	183	148	154							1061	8.10%
EN 23	242	205	220	180	148	161							1156	8.82%
EN 24	94	116	114	118	102	85							629	4.80%
EN 60	26	34	42	33	31	24							190	1.45%
EN 61	13	21	16	17	13	18							98	0.75%
RE 63		32		21	12	26							91	0.69%
EN 70	183	194	187	196	191	183							1134	8.65%
EN 71	93	73	94	91	98	99							548	4.18%
EN 72	33	85	84	74	24	17							317	2.42%
EN 73	125	86	122	116	115	110							674	5.14%
EN 75	285	255	288	250	266	243							1587	12.11%
EN 90	48	37	45	46	24	33							233	1.78%
LA 21	59	138	144	141	129	37							648	4.95%
LA 72	149	0	0	0	70	102							321	2.45%
PU 21	0		0	0									0	0.00%
PU 22	0		0	0									0	0.00%
RE 72	0			0									0	0.00%
SQ 20	0			0									0	0.00%
SQ 21	131	189	193	186	165	162							1026	7.83%
SQ 72	9	39	3	10	16	14							91	0.69%
SQ76	122	103	124	110	117	107							683	5.21%
SQ 272		66	81	101	70	42								
WT 20	3		0	4	5	2							14	0.11%
WT60	2		4	3	1	4							14	0.11%
WT63	7	3	8	4	2	3							27	0.21%
WT 70	8	6	8	6	4	4							36	0.27%
WT 71	5	4	5	5	8	7							34	0.26%
													0	
Total	2332	2270	2394	2287	2125	2051	0	0	0	0	0	0	13104	
Resp.														

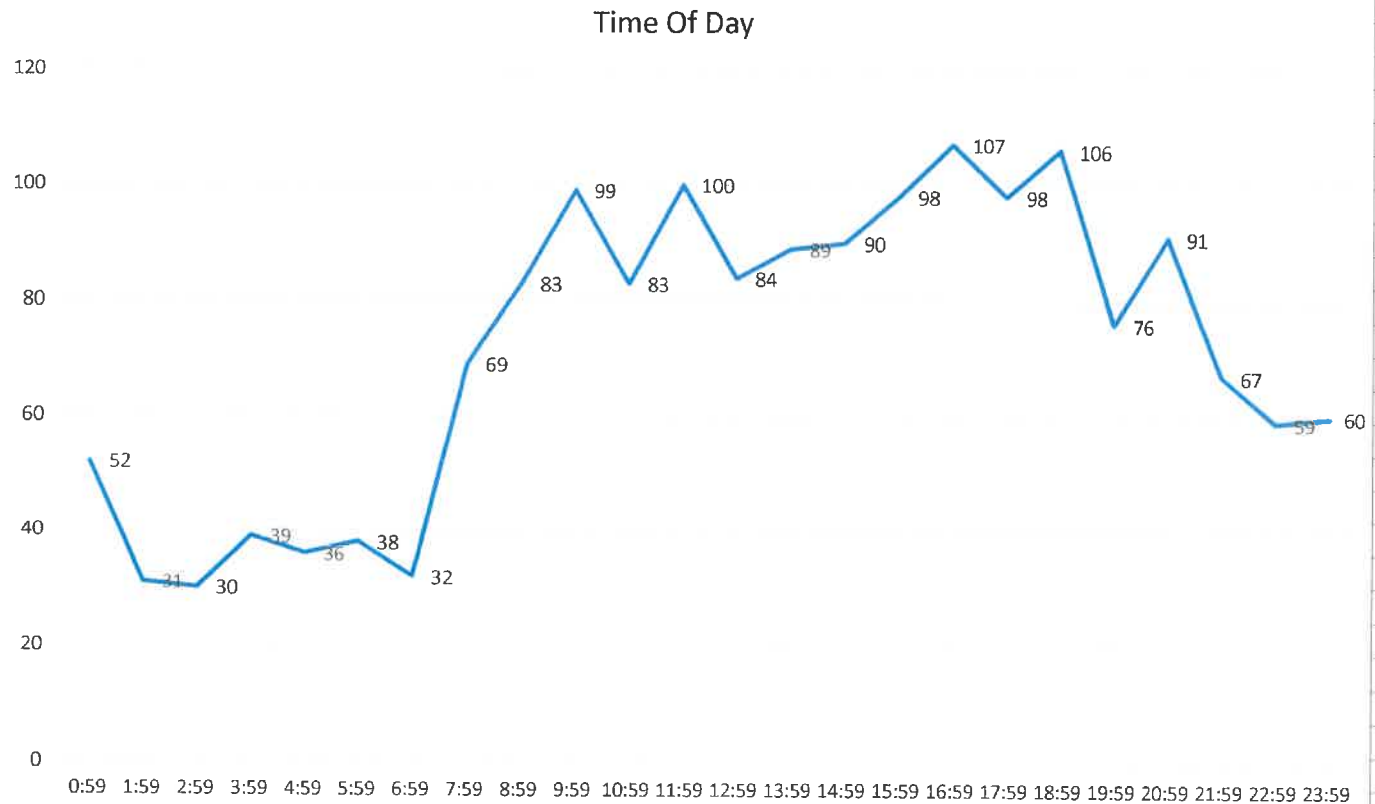
APPARATUS YTD RESPONSES



Day of Week / Shift Numbers / Time of Day Report of Incidents

WEEK RPT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Sunday	249	298	256	237	214	216							1470	13.03%
Monday	263	314	292	377	209	243							1698	15.05%
Tuesday	322	264	288	232	231	267							1604	14.22%
Wednesday	352	284	278	239	277	245							1675	14.85%
Thursday	254	213	272	269	292	231							1531	13.57%
Friday	266	275	345	284	274	239							1683	14.92%
Saturday	257	292	326	265	202	276							1618	14.35%
													11279	100.00%
SHIFT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
A-Shift	691	587	739	674	599	599							3889	34.19%
B-Shift	689	653	687	614	575	575							3793	33.35%
C-Shift	629	700	649	649	533	533							3693	32.47%

Hour of Day	INC
0:00	52
1:00	31
2:00	30
3:00	39
4:00	36
5:00	38
6:00	32
7:00	69
8:00	83
9:00	99
10:00	83
11:00	100
12:00	84
13:00	89
14:00	90
15:00	98
16:00	107
17:00	98
18:00	106
19:00	76
20:00	91
21:00	67
22:00	59
23:00	60





**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. A.
Meeting Date: July 9, 2019
Prepared By: Tara Bishop, Director
Subject: Resolution 2019-04 Statewide Mutual Aid Agreement

Background

On February 26, 2018, the Division of Emergency Management revised the 2007 Statewide Mutual Aid Agreement. As requested by the Division, the District has prepared the updated agreement and resolution for approval.

Funding Source/Financial Impact

The execution of the Agreement and Resolution ensure the District is eligible for funding through the Statewide Mutual Aid Agreement.

Recommendation

Staff recommends adopting the 2018 modified Statewide Mutual Aid Agreement, thereby replacing the previous 2007 agreement and Resolution 2019-04.

Potential Motion

I move to accept staff's recommendation thereby adopting the 2018 Statewide Mutual Aid Agreement and Resolution 2019-04.

A handwritten signature in blue ink, appearing to read "Tara Bishop", is written over a horizontal line.



RESOLUTION 2019- 04

IN THE MATTER OF ADOPTING A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE STATE OF FLORIDA AND GREATER NAPLES FIRE RESCUE DISTRICT

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State and;

NOW, THEREFORE, BE IT RESOLVED: by the Greater Naples Fire Rescue District that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED by the Greater Naples Fire Rescue District Board of Commissioners this 9th day of July, 2019. The foregoing Resolution was duly adopted at said meeting by the affirmative vote of ___ members, and opposed by ___ members, and that said Resolution has been duly recorded in the Official Records and is in full force and effect.

Chairman Tom Henning

Commissioner Jeff Page

Commissioner Kevin Gerrity

Commissioner David Stedman

Commissioner Charles Cottiers



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. B
Subject: SHSGP Grant 2017 Expenditure
Meeting Date: July 9, 2019
Prepared By: Nolan Sapp, Assistant Chief

Background

The District was contacted early 2017 by The Florida Division of Emergency Management in reference to the opportunity of reassignment of the Region 6 Mutual Aid Radio Communications (MARC) Cache. As approved by the Board in April 2017, the Chief executed a letter stating the District's desire to take possession of the MARC unit and the associated Homeland Security Grant Program (HSGP) for funding in the amount of \$84,805.00 (Contract 18-DS-X1-09-18-01- XX/ Federal Award # EMW-2017-SS-00061).

The 2017 grant agreement period is through August 31, 2019. The grant is to cover maintenance, equipment and upkeep of the unit.

The attachment represents Phase 1 of the required communication equipment enhancement project. Pricing based on Broward County, FL Agreement R14225R1/P1.

Funding Source/Financial Impact

Funds to be reimbursed by grant identified as Federal Award Identification Number EMW-2017-SS-00061 in the amount of \$62,772.80 for portable radios, and \$310. 00 for ID security tags.

Recommendation

Staff recommends the Board authorize said purchases; to be reimbursed from the FY 2017 HSGP grant agreement in the amount of \$63,082.80.

Potential Motion

I, move to authorize the purchases totaling \$63,082.80 with reimbursement from the FY 2017 HSGP grant agreement.

A handwritten signature in blue ink, appearing to read "Nolan Sapp", is written over a horizontal line.

Contract Number: 18-DS-X1-09-18-01-_____

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a sub-award to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “sub-award” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

Sub-Recipient's name:	<u>Greater Naples Fire Rescue District</u>
Sub-Recipient's unique entity identifier (DUNS):	_____
Federal Award Identification Number (FAIN):	<u>EMW-2017-SS-00061</u>
Federal Award Date:	<u>September 1, 2017</u>
Sub-award Period of Performance Start and End Date:	<u>DOE – August 31, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$84,805.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$ _____</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$ _____</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles</u>
Name of Federal awarding agency:	<u>Department of Homeland Security</u>
Name of pass-through entity:	<u>FL Div. of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.067 Homeland Security Grant</u>
Whether the award is R&D:	<u>NO(NA)</u>
Indirect cost rate for the Federal award:	<u>24.13</u>



Equipment Quotation

Quote Number: 27JUN19FY17

Date effective: 6/27/19

Date expires: 8/27/19

Customer: Greater Naples Fire Rescue District

Contract: Broward Co. Technology Contract

Name: Asst. Chief Sapp

Email: nsapp@gnfire.org

Sales Contact: Mike Harrington

Phone: 239-574-8765

Email: wirelessmikeh@gmail.com

Quantity	Part Number	Description	Unit Price	Extended Price
10	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$3,775.20	\$37,752.00
10	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$309.00	\$3,090.00
10	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	\$0.00	\$0.00
10	Q629AH	ENH: AES ENCRYPTION	\$285.00	\$2,850.00
10	H38BS	ADD: SMARTZONE OPERATION	\$900.00	\$9,000.00
10	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$180.00	\$1,800.00
10	QA00580AA	ADD: TDMA OPERATION	\$270.00	\$2,700.00
10	H869BW	ENH: MULTIKEY	\$198.00	\$1,980.00
10	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	\$90.00	\$900.00

APX 8000 Subtotal	\$6,007.20	\$60,072.00
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10	PMLN5709A	APX6000 UNIVERSAL CARRY HOLDER	\$21.17	\$211.70
1	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLU	\$912.50	\$912.50
10	PMNN4439A	BATT CLAMPSHELL 3000T	\$54.00	\$540.00
10	PMNN4486A	BATT IMPRESS 2 LION R IP67 3400T	\$103.66	\$1,036.60

Accessories Subtotal		\$2,700.80
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Total Equipment Quote		\$62,772.80
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NOTES SECTION

- Note 1: This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
- Note 2: Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes. All shipping costs are included.
- Note 3: Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- Note 4: Pricing based on Broward County, FL Agreement R1422515R1/P1
- Note 5: Please provide Accounts Receivable Email Address on all P.O.s
- Note 6: Each APX 8500 comes equipped with: QA00583 BLUETOOTH SOFTWARE, Q947BH ENHANCED DATA, QA00782 GPS ACTIVATION, KT000026A01 ALL BAND ANTENNA



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. D.
Meeting Date: July 9, 2019
Prepared By: Tara Bishop, Director
Subject: FY 17-18 Audit Acceptance

Background

In accordance with accounting principles generally accepted in the United States of American the District's FY 17-18 financial statements for the fiscal year ending September 30, 2018 have been audited. The results of the auditor's tests disclosed no instances of noncompliance or other matters that are required to be reported under the Government Auditing Standards. Additionally, the auditors applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2018.

Independent Auditor's report highlight: In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the remaining fund information of the District as of September 30, 2018, and the respective changes in financial position for the fiscal year ended September 30, 2018, in accordance with accounting principles generally accepted in the United States of America.

Funding Source/Financial Impact

N/A

Recommendation

Staff recommends accepting the Greater Naples Fire Rescue District Financial Report for Fiscal Year ended September 30, 2018 into official record as presented by Grau & Associates dated June 21, 2019.

Potential Motion

I move to accept staff's recommendation thereby accepting the Greater Naples Fire Rescue District Financial Report for Fiscal Year ended September 30, 2018 into official record as presented by Grau & Associates dated June 21, 2019.

**GREATER NAPLES FIRE RESCUE DISTRICT
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2018**

GREATER NAPLES FIRE RESCUE DISTRICT

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GREATER NAPLES FIRE RESCUE DISTRICT

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Greater Naples Fire Rescue District
Naples, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund and the remaining fund information of Greater Naples Fire Rescue District, Naples, Florida (the "District") as of and for the fiscal year ended September 30, 2018, which collectively comprise the District's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the District's Firefighters' Pension Plan, which represents 100% of the assets, net position, and additions of the fiduciary fund. Those financial statements were audited by other independent auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the District's Firefighters' Pension Plan, is based solely on the report of the other independent auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the remaining fund information of the District as of September 30, 2018, and the respective changes in financial position for the fiscal year ended September 30, 2018, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the accompanying financial statements, the District restated the fund balance of the general fund and the net position balance of the governmental activities as of October 1, 2017 for the accrual of certain grant reimbursements and the adoption of Governmental Accounting Standards Board (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information and required supplementary information as detailed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of state financial assistance projects is presented for purposes of additional analysis as required by Chapter 10.550, *Rules of the Auditor General* of the State of Florida, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance projects is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 21, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 21, 2019, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

B. Lee & Associates

June 21, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Greater Naples Fire Rescue District, Naples, Florida (the "District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities plus deferred inflows of resources at the close of most recent fiscal year resulting in a net position balance of \$6,286,736.
- The change in the District's total net position in comparison with the prior fiscal year was (\$3,251,490), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2018, the District's governmental funds reported combined ending fund balances of \$11,985,890, a decrease of (\$870,348) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid expenses and the property held for sale; a portion is restricted for capital projects and debt service; a portion is committed to the other post-employment benefits ("OPEB") of retirees of the Office of the Fire Code Official Collier County Fire Districts ("Fire Code Official" or "FCO"); a portion is assigned for hydrant repairs and maintenance expenditures and for subsequent year's expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.
- Implementation of Governmental Accounting Standards Board (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions reduced beginning net position by (\$2,677,070) as shown in Note 2.
- The accrual of certain Mile Marker 63 grant reimbursements that were previously not accrued increased beginning fund balance of the general fund and beginning net position by \$512,087 as shown in Note 2.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by property tax revenues. The District does not have any business-type activities. The governmental activities of the District include the public safety function.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has two fund categories: governmental and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of unrestricted resources, as well as on balances of unrestricted resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, mile marker 63 fund, impact fund and the hydrant maintenance fund. The general, mile marker 63 and impact fee funds are considered major funds and the hydrant maintenance fund is considered to be a non-major fund.

The District adopts an annual appropriated budget for each major fund (general fund, special revenue/mile marker 63 fund, and special revenue/impact fee fund). A budgetary comparison schedule has been provided for the general fund, mile marker 63 fund and the impact fee fund to demonstrate compliance with the budgets.

Fiduciary Fund

Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
Governmental Activities		
	2018	2017 (Restated)
Current and other assets	\$ 13,082,130	\$ 13,516,506
Capital assets, net of depreciation	17,240,777	15,331,878
Net pension asset	4,355,124	2,107,798
Total assets	34,678,031	30,956,182
Deferred outflows of resources	21,310,485	20,452,509
Liabilities:		
Current liabilities	1,171,277	668,427
Non-current liabilities	41,068,362	32,581,939
Total liabilities	42,239,639	33,250,366
Deferred inflows of resources	7,462,141	5,943,029
Net position:		
Net investment in capital assets	10,048,243	10,062,863
Restricted	5,833,085	5,517,938
Unrestricted	(9,594,592)	(3,365,505)
Total net position	\$ 6,286,736	\$ 12,215,296

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year. The majority of the decrease is the result of the implementation of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions and increase in the net pension liability.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
Governmental Activities		
	2018	2017 (Restated)
Revenues and transfers:		
General Revenues		
Property taxes	\$ 27,884,527	\$ 25,503,046
Impact Fees	1,671,737	1,383,695
Unrestricted investment earnings	113,987	63,694
Rental and lease income	131,382	126,597
Miscellaneous	952,854	639,935
Gain (Loss) on disposition of capital assets	38,490	9,973
Program revenues		
Charges for services	974,746	1,502,404
Operating grants and contributions	1,279,301	-
Total revenues and transfers	33,047,024	29,229,344
Expenses:		
Public safety-fire and rescue services	36,080,323	31,014,830
Interest	218,191	175,446
Total expenses	36,298,514	31,190,276
Change in net position	(3,251,490)	(1,960,932)
Net position - beginning, as previously stated	12,215,296	14,176,228
Restatement (see Note 2)	(2,677,070)	-
Net position - beginning, as restated	9,538,226	14,176,228
Net position - ending	\$ 6,286,736	\$ 12,215,296

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2018 was \$36,298,514. The costs of the District's activities were primarily funded by ad valorem taxes. Ad valorem taxes increased in the current year as a result of an increase in the total assessed property value within the District. The remainder of the revenue for the fiscal year ended September 30, 2018 relates primarily to impact fees, miscellaneous revenues, charges for services such as inspection and permitting fees, and Operating grants such as the Mile Marker 63 FDOT grant. In total, expenses, including depreciation, increased from the prior fiscal year, the majority of the increase was the result of a Union Labor Agreed Settlement in the current year and an increase in the expense at the government-wide level for the change in the net pension liability and deferred outflows and inflows of resources related to pensions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted on a basis consistent with generally accepted accounting principles. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Commissioners. The general fund budget for the fiscal year ended September 30, 2018 was amended to increase revenues by \$1,939,313, increase other financing sources by \$1,012,125 and increase appropriations by \$2,951,438. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

Operating budgets were also adopted for the District's Mile Marker 63 fund and impact fee fund. Actual Mile Marker 63 fund and impact fee fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2018, the District had \$36,708,597 invested in land, building and improvements, equipment and vehicles for its governmental activities. In the government-wide financial statements depreciation of \$19,467,820 has been taken, which resulted in a net book value of \$17,240,777. More detail information on the capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2018, the District had \$2,528,825 in capital leases outstanding and \$4,663,709 in a loan outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. Questions regarding any information provided in this report should be directed to: Director Tara Bishop, Greater Naples Fire Rescue District, 14575 Collier Blvd, Naples, FL 34119. Tel (239) 348-7540.

**GREATER NAPLES FIRE RESCUE DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 5,238,363
Accounts receivable	205,577
Prepays	328,851
Land held for sale	1,000,000
Restricted assets:	
Cash and cash equivalents	5,857,019
Accounts receivable	452,320
Capital assets:	
Non-depreciable	2,331,127
Depreciable, net	14,909,650
Net pension asset	4,355,124
Total assets	<u>34,678,031</u>
DEFERRED OUTFLOWS OF RESOURCES	
Pension	<u>21,310,485</u>
LIABILITIES	
Accounts payable	463,925
Accrued expenses	632,315
Accrued interest payable	75,037
Non-current liabilities:	
Due within one year:	
Capital leases	344,796
Loan payable	563,108
Due in more than one year:	
Capital leases	2,184,029
Loan payable	4,100,601
Compensated absences	2,136,716
Net Other Post Employment liability ("OPEB")	6,194,521
Net pension liability	25,520,849
Accrued insurance payable	23,742
Total liabilities	<u>42,239,639</u>
DEFERRED INFLOWS OF RESOURCES	
Pension	7,357,282
OPEB	104,859
Total deferred inflows of resources	<u>7,462,141</u>
NET POSITION	
Net investment in capital assets	10,048,243
Restricted for Debt service	697,321
Restricted for capital projects	5,135,764
Unrestricted	(9,594,592)
Total net position	<u>\$ 6,286,736</u>

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Primary government:				
Governmental activities:				
Public safety	\$ 36,080,323	\$ 974,746	\$ 1,279,301	\$ (33,826,276)
Interest on long-term debt	218,191	-	-	(218,191)
Total governmental activities	36,298,514	974,746	1,279,301	(34,044,467)
General revenues:				
Property taxes				27,884,527
Impact Fees				1,671,737
Unrestricted investment earnings				113,987
Rental and lease income				131,382
Gain on disposition of capital assets				38,490
Miscellaneous				952,854
Total general revenues				30,792,977
Change in net position				(3,251,490)
Net position - beginning, as restated (see Note 2)				9,538,226
Net position - ending				\$ 6,286,736

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018**

	General	Major Funds Mile Marker 63	Impact Fee	Non-Major Fund Hydrant Maintenance	Total Governmental Funds
ASSETS					
Cash and cash equivalents	\$ 4,784,676	\$ -	\$ 5,159,698	\$ 453,687	\$ 10,398,061
Accounts receivable	205,577	261,334	190,986	-	657,897
Due from other funds	11,379	-	-	-	11,379
Prepays	328,851	-	-	-	328,851
Land held for sale	1,000,000	-	-	-	1,000,000
Cash and cash equivalents - restricted	697,321	-	-	-	697,321
Total assets	\$ 7,027,804	\$ 261,334	\$ 5,350,684	\$ 453,687	\$ 13,093,509
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 249,005	\$ -	\$ 214,920	\$ -	\$ 463,925
Accrued expenses	382,360	249,955	-	-	632,315
Due to other funds	-	11,379	-	-	11,379
Total liabilities	631,365	261,334	214,920	-	1,107,619
Fund balances:					
Nonspendable:					
Land held for sale	1,000,000	-	-	-	1,000,000
Prepaid expenses	328,851	-	-	-	328,851
Restricted to:					
Debt service	697,321	-	-	-	697,321
Capital projects	-	-	5,135,764	-	5,135,764
Committed to:					
Fire Code Official's OPEB	440,577	-	-	-	440,577
Assigned to:					
Hydrant repair and maintenance	-	-	-	453,687	453,687
Subsequent year's expenditures	310,988	-	-	-	310,988
Unassigned	3,618,702	-	-	-	3,618,702
Total fund balances	6,396,439	-	5,135,764	453,687	11,985,890
Total liabilities and fund balances	\$ 7,027,804	\$ 261,334	\$ 5,350,684	\$ 453,687	\$ 13,093,509

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
RECONCILIATION OF THE BALANCE SHEET
TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018**

Fund balance - governmental funds \$ 11,985,890

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	36,708,597	
Accumulated depreciation	<u>(19,467,820)</u>	17,240,777

A net pension asset is recorded in the statement of net position.		4,355,124
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Deferred outflows of resources related to pensions are recorded in the statement of net position.		21,310,485
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Deferred inflows of resources related to pensions are recorded in the statement of net position.		(7,357,282)
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Deferred inflows of resources related to OPEB are recorded in the statement of net position.		(104,859)
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Liabilities not payable from current available resources are not reported as fund liabilities in governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable		(75,037)
Capital leases		(2,528,825)
Loan payable		(4,663,709)
Compensated absences		(2,136,716)
Net OPEB liability		(6,194,521)
Net pension liability		(25,520,849)
Accrued insurance payable		(23,742)

Net position of governmental activities		<u>\$ 6,286,736</u>
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See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Major Funds			Non-Major Fund	Total Governmental Funds
	General	Mile Marker 63	Impact Fee	Hydrant Maintenance	
REVENUES					
Ad valorem taxes	\$ 27,884,527	\$ -	\$ -	\$ -	\$ 27,884,527
Impact fees	-	-	1,671,737	-	1,671,737
Charges for services	954,746	-	-	20,000	974,746
Interest	80,774	-	30,203	3,010	113,987
Rental and lease income	131,382	-	-	-	131,382
Grant revenue	3,000	1,276,301	-	-	1,279,301
Miscellaneous	952,854	-	-	-	952,854
Total revenues	30,007,283	1,276,301	1,701,940	23,010	33,008,534
EXPENDITURES					
Current:					
Public safety					
Personnel service	26,800,771	808,568	-	-	27,609,339
Personnel service - MM63 EMS	-	385,338	-	-	385,338
Operating expenditures	4,165,380	82,395	65,001	1,520	4,314,296
Capital outlay	3,151,054	-	263,514	-	3,414,568
Debt service:					
Principal payments	340,522	-	285,859	-	626,381
Interest expense	76,215	-	75,098	-	151,313
Total expenditures	34,533,942	1,276,301	689,472	1,520	36,501,235
Excess (deficiency) of revenues over (under) expenditures	(4,526,659)	-	1,012,468	21,490	(3,492,701)
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	72,453	-	-	-	72,453
Lease proceeds	2,549,900	-	-	-	2,549,900
Total other financing sources (uses)	2,622,353	-	-	-	2,622,353
Net change in fund balances	(1,904,306)	-	1,012,468	21,490	(870,348)
Fund balances - beginning, as restated (see Note 2)	8,300,745	-	4,123,296	432,197	12,856,238
Fund balances - ending	\$ 6,396,439	\$ -	\$ 5,135,764	\$ 453,687	\$ 11,985,890

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Net change in fund balances - total governmental funds \$ (870,348)

Amounts reported for governmental activities in the statement of activities
are different because:

Governmental funds report capital outlays as expenditures, however, in
the statement of activities, the cost of those assets is capitalized and
depreciated over their estimated useful lives. 3,414,568

Depreciation on capital assets is not recognized in the governmental
fund statement but is reported as an expense in the statement of
activities. (1,471,706)

Governmental funds report the face amount of debt issued as financial
resources when debt is first issued, whereas these amounts are
eliminated in the statement of activities and recognized as long-term
liabilities in the statement of net position. (2,549,900)

Repayment of long-term liabilities are reported as expenditures in the
governmental fund, but such repayments reduce liabilities in the
statement of net position and are eliminated from the statement of
activities. 626,381

Some expenses reported in the statement of activities do not require the
use of current financial resources and, therefore, are not reported as
expenditures in governmental funds. The details of the differences are
as follows:

Disposal of capital assets (33,963)

Change in Net OPEB liability and deferred inflows of resources
related to OPEB 387,022

Change in net pension asset, net pension liability, and deferred
outflows and inflows of resources related to pensions (2,658,705)

Change in accrued interest (66,878)

Change in compensated absences (27,961)

Change in net position of governmental activities \$ (3,251,490)

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2018**

ASSETS	
Cash and cash equivalents	\$ 947,489
Receivables:	
Contributions-State of Florida	31,246
Accrued investment income	26,706
Prepaid insurance	1,167
Investments at fair value:	
Equity-type	16,423,803
Fixed income	11,279,584
Real estate	1,479,364
Total assets	<u>30,189,359</u>
LIABILITIES AND NET POSITION	
Accounts payable	45,134
Unearned revenue (prepaid District contribution)	147,713
Total liabilities	<u>192,847</u>
NET POSITION HELD IN TRUST FOR PENSION BENEFITS	<u>\$ 29,996,512</u>

See notes to the financial statements

**GREATER NAPLES FIRE RESCUE DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

ADDITIONS

Contributions:

District	\$ 545,619
Plan members	116,307
State of Florida	788,148
Total contributions	<u>1,450,074</u>

Net investment income (loss)*	1,974,377
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Total additions to net position	<u>3,424,451</u>
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DEDUCTIONS

Benefits paid to members	106,320
Refunds of contributions	7,049
Administrative expenses	181,341
Total deductions	<u>294,710</u>

Change in net position	3,129,741
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Net position - beginning	<u>26,866,771</u>
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Net position - ending	<u>\$ 29,996,512</u>
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* Net investment income (loss) includes net appreciation (depreciation), net realized gains (losses), interest and other investment related income (loss).

See notes to the financial statements

GREATER NAPLES FIRE RESCUE DISTRICT NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Greater Naples Fire Rescue District ("the District") is a local governmental unit created by the Florida Legislature to provide fire and rescue services to a certain prescribing area in Collier County, Florida. The District is an independent special district authorized and existing under the State of Florida enabling statute Chapter 2014-240. On November 4, 2014, the voters of East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District ("the predecessor Districts") approved by referendum, House Bill 951, merging the East Naples and Golden Gate Fire Control and Rescue Districts to create a new district known as the Greater Naples Fire Rescue District. The effective date of the merger was November 4, 2014.

The District is operated by a five-person Board of Commissioners ("Board"). The Board is elected by the owners of the property within the District. The Board of the District exercises all powers granted to the District pursuant to Chapter 191, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying property taxes
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment (operating-type special assessments for maintenance and debt service are treated as charges for services); and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied and received. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

The District's fiduciary fund is presented in the fund financial statements. Since by definition these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the District, this fund is not incorporated into the government-wide financial statements.

Property Taxes

Property taxes are ad valorem and levied each November 1 on property as of the previous January 1. The fiscal year for which annual assessments are levied begins on October 1 with a maximum discount available for payments through November 30 and become delinquent on April 1. The taxes are billed and collected by the County Tax Assessor/Collector on behalf of the District. The amounts remitted to the District are net of applicable discounts or fees.

Ad valorem property taxes are recorded as revenues in the fiscal year in which the taxes are due and collected within 60 days of fiscal year-end. Investment earnings are recognized when earned. All other revenue items are recognized when cash is received by the District, as any potential receivable amounts are not significant.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds:

Mile Marker 63 Fund

This special revenue fund is used to account for revenues from the Florida Department of Transportation Grant to fund Station 63 at Mile Marker 63 on Alligator Alley that are legally restricted for expenditure for that particular purpose.

Impact Fund

This special revenue fund is used to account for impact fees that are legally restricted to expenditure for a particular purpose.

The District also reports the following non-major governmental fund:

Hydrant Maintenance Fund

The special revenue fund is used to account for Hydrant maintenance fees that are designated to expenditure for a particular purpose.

The District also reports the following fiduciary fund:

The Firefighters' Pension Trust Fund

Fiduciary funds are used to report assets held in a trustee or agency capacity for others and, therefore, are not available to support District programs. The firefighters' pension trust fund accounts for the activities of firefighters' retirement contributions, which accumulates resources for pension benefit payments on behalf of firefighters of the East Naples Fire Control District. On November 18, 2014, the plan was effectively closed to new participants because of the merger.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$1,000 (amount not rounded) and an estimated useful life in excess of more than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Years</u>
Buildings and Improvements	5-35
Furniture and Equipment	3-20
Vehicles and Trucks	5-15

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets (Continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Compensated Absences

The District's employees accumulate paid personal leave based on years of continuous service and work day classification. Upon termination of employment, employees will receive compensation at regular rates of pay for all accumulated paid personal leave. The amount of compensated absences recorded as expenditures in the General Fund is the amount accrued during the year that would normally be liquidated with expendable available financial resources. Amounts not expected to be liquidated with expendable available resources are reported in the Statement of Net Position.

Impact Fees

The District receives impact fees in accordance with an Interlocal agreement with Collier County, Florida. Impact fees are remitted on a monthly basis to the District. The District may expend amounts collected on qualifying capital expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards Adopted

During fiscal year 2018, the District adopted the following new accounting standards:

GASB Statement No. 75 - Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions

This Statement establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, as well as for certain nonemployer governments that have a legal obligation to provide financial support for OPEB provided to the employees of other entities.

The implementation of GASB 75 resulted in a prior period adjustment to beginning net position in fiscal year 2018.

Prior Period Adjustment

The 2018 report has adjusted the following items listed in the 2017 report:

	<u>General Fund</u>
Fund balance - beginning, as previously stated	\$ 7,788,658
Accrued Mile Marker 63 reimbursements	512,087
Fund balance -beginning, as restated	<u>\$ 8,300,745</u>
	<u>Governmental Activities</u>
Net Position - beginning as previously stated	\$ 11,703,209
Accrued Mile Marker 63 reimbursements	512,087
Effect of adoption of GASB No. 75	(2,677,070)
Net Position - beginning, as restated	<u>\$ 9,538,226</u>

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund, Mile Marker 63 fund and impact fee fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Fire Chief submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles in the United States of America, except as discussed in the Notes to Required Supplementary Information.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

As of September 30, 2018 the fiduciary fund includes the following investments:

	Total Fair Value	Level I	Level II	Level III
<u>Equity investments</u>				
Domestic Equities	\$ 12,481,014	\$ 11,784,624	\$ 696,390	\$ -
International Equities	3,942,789	3,942,789	-	-
<u>Private real estate</u>				
American Core Realty	1,479,364	-	-	1,479,364
<u>Fixed income securities</u>				
High Yield Bond ETF	1,417,594	1,417,594	-	-
Convertible Securities ETF	2,350,058	2,350,058	-	-
Aggregate Bond ETF	7,511,932	7,511,932	-	-
Total investments	\$ 29,182,751	\$ 27,006,997	\$ 696,390	\$ 1,479,364

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Equity Type Investments

The Firefighters' Pension Trust Plan (the "Fiduciary Fund") invests in various equity investments. The Fiduciary Fund's investments are recorded at fair market value in accordance with the reporting requirements governing the fund. All such investments are subject to various market and economic risk factors as well as the national and global economies and may lose value and/or principal.

The Fiduciary Fund's investment policy allows investment in equity securities listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ or the OTC market. The total of equity-type investments of the Fiduciary Fund is not to exceed 70% of the Fund's total market value. In addition, the equity position in any one company's equities shall not exceed 5% of the Fund's total investment in equities. Foreign securities at market value shall not exceed 25% of the Fund's total investment. The policy further limits the equity position of each portfolio manager to investments of not more than 10% in the equity securities of any one company's total equity issues outstanding.

The Fiduciary Fund's investment policy allows investment in fixed income securities. These fixed income securities are limited to 42% of the Plan's total market value.

Custodial credit risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Plan will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Plan utilizes the services of individual investment managers for its investments in an effort to mitigate market risk. The investments held by these investment managers are uninsured and unregistered, with securities held by the counterparty's agent in the Plan's name.

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the following table.

As of September 30, 2018 the credit ratings of the fixed investments in the fiduciary fund were as follows:

	<u>Rating within Fund</u>
<u>Fixed income mutual funds</u>	
High Yield Bond ETF	Ba1/BB+ or below
Convertible Securities ETF	*
Aggregate Bond ETF	Baa or higher

* Information not available for fund.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Concentration risk – The Fiduciary Fund's investment policy is that the equity position in any one company's equities shall not exceed 5% of the Plan's total assets at cost. Foreign securities at market value shall not exceed 25% of the Plan's assets at market value.

Interest rate risk – Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to change in market interest rates. As a means of limiting its exposure to interest rate risk, the Fiduciary Fund diversifies its investments by security type and institution, and limits holdings in any one type of investment with any one issuer with various durations of maturities.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Less than 1</u>	<u>1 to 5</u>	<u>6 to 10</u>	<u>Over 10</u>
High Yield Bond ETF	\$ 1,417,594	\$ -	\$ -	\$ 1,417,594	\$ -
Convertible Securities ETF	2,350,058	-	-	2,350,058	-
Aggregate Bond ETF	7,511,932	-	-	7,511,932	-
	<u>\$ 11,279,584</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,279,584</u>	<u>\$ -</u>

Foreign currency risk – Foreign currency risk is the risk that fluctuations in the currency exchange rate may affect transactions conducted in currencies other than U.S. Dollars and the carrying value of foreign investments. The plan's exposure to foreign currency risk derives mainly from its investments in international equity funds. The Plan owns international equity funds and the Plan's exposure to foreign currency risk related to foreign equity funds as of September 30, 2018 are as follows:

	<u>Fair Value</u>
Foreign Equity	\$ 482,716
American Europacific	3,460,073
	<u>\$ 3,942,789</u>

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2018 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land	\$ 2,331,127	\$ -	\$ -	\$ 2,331,127
Total capital assets, not being depreciated	<u>2,331,127</u>	<u>-</u>	<u>-</u>	<u>2,331,127</u>
Capital assets, being depreciated				
Buildings and improvements	18,180,538	50,300	-	18,230,838
Furniture and equipment	5,717,218	598,148	(510,283)	5,805,083
Vehicles and trucks	8,293,049	2,766,120	(717,620)	10,341,549
Total capital assets, being depreciated	<u>32,190,805</u>	<u>3,414,568</u>	<u>(1,227,903)</u>	<u>34,377,470</u>
Less accumulated depreciation for:				
Buildings and improvements	9,879,091	438,512	-	10,317,603
Furniture and equipment	4,226,092	410,691	(494,436)	4,142,347
Vehicles and trucks	5,084,871	622,503	(699,504)	5,007,870
Total accumulated depreciation	<u>19,190,054</u>	<u>1,471,706</u>	<u>(1,193,940)</u>	<u>19,467,820</u>
Total capital assets, being depreciated, net	<u>13,000,751</u>	<u>1,942,862</u>	<u>(33,963)</u>	<u>14,909,650</u>
Governmental activities capital assets, net	<u>\$ 15,331,878</u>	<u>\$ 1,942,862</u>	<u>\$ (33,963)</u>	<u>\$ 17,240,777</u>

Depreciation expense was all charged to public safety in the amount of \$1,471,706

NOTE 6 – LONG-TERM LIABILITIES

Station County Lease

The District and Collier County have a lease agreement for Station #70, the facility previously constructed by Collier County to be shared by the District, the Sheriff's Department and Emergency Medical Services. Based on the lease agreement, the lease has been recorded as a non-interest bearing capital lease in the accompanying financial statements with a principal balance of \$41,985 at September 30, 2018. The District agreed to pay a monthly minimum rent of approximately \$1,400 for the facility. The associated asset has a carrying value of \$564,823 with accumulated depreciation of \$498,927 at September 30, 2018.

The Bancorp Bank Firefighter Truck Leases

In fiscal year 2018, the District entered into a capital lease agreement with the Bancorp Bank for the purchase of one 2017 E-One Typhoon Rescue Pumper Truck totaling \$399,900. Based on the lease agreement, the lease was recorded as a capital lease in the accompanying financial statements, with a principal balance of \$336,840 at September 30, 2018. The District agreed to pay seven annual payments of \$64,176.21 beginning on March 10, 2018 and ending on March 10, 2024. The associated asset has a carrying value of \$399,900 with accumulated depreciation of \$38,085 at September 30, 2018.

In fiscal year 2018, the District entered into another capital lease agreement with the Bancorp Bank for the purchase of five 2018 E-One Typhoon Rescue Pumper Trucks totaling \$2,150,000. Based on the lease agreement, the lease was recorded as a capital lease in the accompanying financial statements, with a principal balance of \$2,150,000 at September 30, 2018. The District agreed to pay five annual payments of \$323,329.39 beginning on November 15, 2018 and a final payment of \$800,000 on July 15, 2023. The associated assets have a carrying value of \$2,150,000 with accumulated depreciation of \$0 at September 30, 2018.

Iberiabank Loan

On April 1, 2011, one of the Predecessor Districts entered into a lease purchase agreement with Fifth Third Bank as a means to refinance the then outstanding principal balance of \$6,691,912 of an original \$8 million promissory note, the proceeds of which were originally used to finance the construction and equipping of two fire stations #72 and #73. On March 11, 2016, the District entered into a \$6,000,000 loan agreement with Iberiabank to refinance the then outstanding principal and interest balance of \$5,974,477 of the 2011 Fifth Third lease purchase agreement. The Iberiabank loan carries a fixed interest rate of 3.0%. Payments of principal and interest are due quarterly beginning June 11, 2016 until final maturity on March 11, 2026. The District's operating funds and impact fees received each year are used as the source of debt service for such loan.

The Loan agreement established a debt service reserve requirement. The District agreed to establish an account and maintain its balance at \$696,723 for the sole purpose of paying debt service on the Loan to the extent other legally available funds are not available. The District was in compliance with the requirement at September 30, 2018.

Changes in long-term liability activity for the fiscal year ended September 30, 2018 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Capital leases	\$ 58,779	\$ 2,549,900	\$ 79,854	\$ 2,528,825	\$ 344,796
Iberiabank Loan	5,210,236	-	546,527	4,663,709	563,108
Compensated absences	2,108,755	1,892,566	1,864,605	2,136,716	-
Total	\$ 7,377,770	\$ 4,442,466	\$ 2,490,986	\$ 9,329,250	\$ 907,904

NOTE 6 – LONG-TERM LIABILITIES (Continued)

At September 30, 2018, the future minimum lease payments on the capital lease obligations were as follows:

Fiscal year	Amount
2019	\$ 404,299
2020	404,299
2021	395,902
2022	387,505
2023	1,187,505
Thereafter	64,176
Total minimum lease payments	2,843,686
Less: amounts representing interest	(314,861)
Present value of minimum lease payments	<u>\$ 2,528,825</u>

At September 30, 2018, the scheduled debt service requirements on the promissory note were as follows:

Fiscal year	Principal	Interest	Total
2019	\$ 563,108	\$ 133,616	\$ 696,724
2020	580,192	116,532	696,724
2021	597,794	98,929	696,723
2022	615,931	80,792	696,723
2023	634,618	62,106	696,724
2024-2026	1,672,066	69,746	1,741,812
Total	<u>\$ 4,663,709</u>	<u>\$ 561,721</u>	<u>\$ 5,225,430</u>

NOTE 7 - CELLULAR TOWER LEASE AGREEMENTS

In June 1999, the District entered into a lease and construction agreement with Sprint Spectrum, L.P. (SSLP) for an initial five-year term. The District agreed to allow SSLP to construct a certain communications tower on a portion of the District's property. Upon completion of the construction of the tower, SSLP agreed to transfer title to the tower and all related rights to the District. Upon title transfer, SSLP would lease such tower space to maintain and operate at SSLP's sole expense a personal communication service system facility. In consideration of this arrangement, the District agreed to charge an annual rent of \$10,800. Such annual rent was waived for the initial term and for four additional terms of five years each since SSLP paid for all construction costs associated with construction of the tower.

In August 2000, the District entered into a lease agreement with Omnipoint Holdings, Inc., presently T-Mobile USA, Inc. ("T-Mobile"), for an initial five-year period. The District agreed to lease tower antenna space located at the Golden Gate Fire Station to T-Mobile. As consideration for this arrangement, T-Mobile agreed to pay the District annual rent of \$22,800 plus applicable sales tax. This lease agreement has a renewable clause for four additional terms of five-years each with certain defined annual rent adjustments. This lease was renewed for a third additional term in fiscal year 2015. The rent was increased by 20% from the previous renewal, resulting in an annual rent payment of \$39,398.

In August 2005, the District entered into a communications site lease agreement related to the communications tower located at Golden Gate Fire Station #71 with Alltel Communications, presently known as Verizon, for an initial five-year term. The lessee is granted five additional five-year renewal terms following the initial five-year term. On January 1, 2009, the rent was decreased to \$2,200 per month. The rent increases by 2% every anniversary thereafter. Alltel, presently known as Verizon, pays all utility charges applicable to the tower. In April 2011, the monthly rent was increased an additional \$556 per month due to improvements made to their antenna holdings on the communication tower. The prior year monthly rent of \$3,204 was increased by 2% to \$3,268 in January 2018.

NOTE 8 – RETIREMENT PLANS

Florida Retirement System (FRS)

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

All District employees hired after November 18, 2014 are eligible to enroll as members of the FRS. Also, all Greater Naples employees who were Golden Gate Fire Control and Rescue District employees before November 4, 2014 or who were East Naples Fire Control and Rescue District certified employees prior to January 1, 1996 are participants in the plan. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The District's pension expense related to the Florida Retirement System totaled \$5,723,073 for the fiscal year ended September 30, 2018.

FRS Pension Plan

Plan Description – The FRS Pension Plan (Plan) is a cost-sharing, multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The classes of membership within the District are as follows:

- Regular Class – Member of the FRS who do not qualify for membership in another class.
- Special Risk Class– Members of the FRS who are firefighters (including fire prevention and/or training positions), emergency medical technicians and paramedics.
- Senior Management Service Class – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

NOTE 8 – RETIREMENT PLANS (Continued)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Benefits Provided – Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation (AFC). For members initially enrolled before July 1, 2011, the AFC is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the AFC is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 years of service	1.68
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

Per Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions – The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the fiscal year ended September 30, 2018 were as follows:

Class	Percent of Gross Salary October 1, 2017 to June 30, 2018		Percent of Gross Salary July 1, 2018 to September 30, 2018	
	Employee	Employer (1)	Employee	Employer (1)
FRS, Regular	3.00	7.92	3.00	8.26
FRS, Special Risk	3.00	23.27	3.00	24.50
FRS, DROP	0.00	13.26	0.00	14.03

(1) Employer rates include a postemployment HIS contribution rate of 1.66%. Also, employer rates include .06% for administrative costs of the Investment plan except for the DROP.

The District's contributions to the Plan totaled \$1,802,309 for the fiscal year ended September 30, 2018. This excludes the HIS defined benefit pension plan contributions.

NOTE 8 – RETIREMENT PLANS (Continued)**Florida Retirement System (FRS) (Continued)****FRS Pension Plan (Continued)**

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2018, the District reported a liability of \$21,647,507 for its proportionate share of the Plan's net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2018. The District's proportionate share of the net pension liability was based on the District's contributions for the year ended June 30, 2018 relative to the contributions made during the year ended June 30, 2017 of all participating members. At June 30, 2018, the District's proportionate share was .072%, which was an increase of .012% from its proportionate share measured as of June 30, 2017.

For the fiscal year ended September 30, 2018 the District recognized pension expense of \$4,536,208 related to the Pension Plan. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,833,869	\$ (66,561)
Change of assumptions	7,073,352	-
Net difference between projected and actual earnings on FRS pension plan investments	-	(1,672,534)
Changes in proportion and differences between District FRS contributions and proportionate share of FRS contributions	6,336,192	(2,393,087)
District FRS contributions subsequent to the measurement date	587,733	-
Total	\$ 15,831,146	\$ (4,132,182)

The deferred outflows of resources related to pensions, totaling \$587,733 resulting from District contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2019	\$ 3,600,891
2020	2,799,255
2021	1,166,899
2022	1,999,593
2023	1,291,311
Thereafter	253,282
Total	\$ 11,111,231

NOTE 8 – RETIREMENT PLANS (Continued)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions – The total pension liability in the July 1, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	Geometric Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.8%
Fixed income	18.0%	4.4%	4.3%	4.0%
Global equity	54.0%	7.6%	6.3%	17.0%
Real estate (property)	11.0%	6.6%	6.0%	11.3%
Private equity	10.0%	10.7%	7.8%	26.5%
Strategic investments	6.0%	6.0%	5.7%	8.6%
Total	100.0%			
Assumed inflation - mean			2.6%	1.9%

(1) As outlined in the Plan's investment policy

Discount Rate – The discount rate used to measure the total pension liability was 7.00 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate – The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
District's proportionate share of net pension liability	\$ 39,507,608	\$ 21,647,507	\$ 6,813,637

Pension Plan Fiduciary Net Position – Detailed information about the Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

NOTE 8 – RETIREMENT PLANS (Continued)

Florida Retirement System (FRS) (Continued)

HIS Pension Plan

Plan Description – The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided – For the fiscal year ended September 30, 2018, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2018, the contribution rate was 1.66% of payroll from October 1, 2017 through September 30, 2018 pursuant to section 112.363, Florida Statutes. The District contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled \$150,297 for the fiscal year ended September 30, 2018.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2018, the District reported a net pension liability of \$3,873,342 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The District's proportionate share of the net pension liability was based on the year ended June 30, 2018 contributions relative to the year ended June 30, 2017 contributions of all participating members. At June 30, 2018, the District's proportionate share was .037%, which was an increase of .006% from its proportionate share measured as of June 30, 2017.

For the fiscal year ended September 30, 2018, the District recognized pension expense of \$515,592 related to the HIS Plan. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 59,299	\$ (6,581)
Change of assumptions	430,763	(409,522)
Net difference between projected and actual earnings on HIS pension plan investments	2,338	-
Changes in proportion and differences between District HIS contributions and proportionate share of HIS contributions	2,139,079	(944,434)
District HIS contributions subsequent to the measurement date	53,005	-
Total	<u>\$ 2,684,484</u>	<u>\$ (1,360,537)</u>

NOTE 8 – RETIREMENT PLANS (Continued)

Florida Retirement System (FRS) (Continued)

HIS Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued) – The deferred outflows of resources related to pensions, totaling \$53,005, resulting from District contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending</u> <u>September 30:</u>	<u>Amount</u>
2019	\$ 280,675
2020	280,478
2021	269,479
2022	227,201
2023	124,593
Thereafter	88,516
Total	\$ 1,270,942

Actuarial Assumptions – The total pension liability in the July 1, 2018, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	3.87%

Mortality rates were based on the Generational RP-2000 with Projected Scale BB. The actuarial assumptions used in the July 1, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

Discount Rate – The discount rate used to measure the total pension liability was 3.87%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 3.87%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.87%) or 1-percentage-point higher (4.87%) than the current rate:

	<u>1%</u> <u>Decrease</u> <u>(2.87%)</u>	<u>Current</u> <u>Discount Rate</u> <u>(3.87%)</u>	<u>1%</u> <u>Increase</u> <u>(4.87%)</u>
District's proportionate share of net pension liability	\$ 4,411,509	\$ 3,873,342	\$ 3,424,748

Pension Plan Fiduciary Net Position – Detailed information about the HIS Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

NOTE 8 – RETIREMENT PLANS (Continued)

Florida Retirement System (FRS) (Continued)

FRS – Defined Contribution Pension Plan

The District contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Local Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

Allocations to the investment member's accounts during the 2017 fiscal year were as follows:

Class	Percent of Gross Compensation
FRS, Regular	6.30%
FRS, Special Risk	14.00%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04 percent of payroll and by forfeited benefits of Investment Plan members.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The District's Investment Plan pension expense totaled \$671,273 for the fiscal year ended September 30, 2018.

NOTE 8 – RETIREMENT PLANS (Continued)

Firefighters' Pension Plan

Description of Plan

The following description of Greater Naples Fire Rescue District Firefighters' Pension Plan (the "Plan") provides only general information. Participants should refer to the Summary Plan Description for a more complete description of the Plan's provisions.

The Plan is a single employer defined benefit pension plan covering all eligible employees (firefighters), as later defined, of Greater Naples Fire Rescue District ("Employer and Plan Sponsor"). The Plan was originally adopted on July 29, 1996 by East Naples Fire Control and Rescue Resolution 96-03 and has been amended on several occasions. The Plan is intended to provide participants with future retirement benefits. The Plan was established in accordance with the provisions of Florida Statutes Chapters 112 and 175 and by the authority of Chapter 95-338 of the Laws of Florida.

Basis of Accounting

The Pension Plan is accounted for on the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. District contributions are recognized when due and the District has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plans.

Method Used to Value Investments

Investments are reported at fair value. Securities traded on a national or international exchange are valued at the last reported sales price. Net depreciation in fair value of investments includes realized and unrealized gains and losses. Realized gains and losses are determined on the basis of specific cost. Dividends and interest income are recognized as earned. Purchases and sales of investments are recorded on a trade-date basis.

Plan Administration

The administration of the Plan was the responsibility of the Greater Naples Fire Rescue District Firefighters' Pension Plan's Board of Trustees ("Trustees"). The Trustees of the Plan are comprised of certain employees of the Employer and other individuals designated by the plan sponsor.

Effective January 1, 2013, the Trustees changed Plan custodians to Salem Trust Company. As part of this transition, the investment consultant was changed to Burgess, Chambers and Associates (BCA) and three new investment managers were hired to provide advice on active investments. In addition, BCA recommended and the Board approved various passive investments including American Core Realty.

The Plan contracted an accountant to maintain routine accounting records and to report to the Board of Trustees. The Plan also contracted a consultant to routinely coordinate Plan activities as well as to advise the Board of Trustees. The Plan further contracts for other professionals such as legal counsel, actuaries and auditors.

The Plan issues a stand-alone financial audited report. Copies of the report may be obtained from the District by contacting Director Tara Bishop, Greater Naples Fire Rescue District, 14575 Collier Blvd, Naples, FL 34119. Tel (239) 348-7540.

NOTE 8 – RETIREMENT PLANS (Continued)

Firefighters' Pension Plan (Continued)

Contributions

Greater Naples Fire Rescue District (Employer and/or District) is required to contribute an actuarially determined amount equal to or greater than the difference between the total contributions from all other sources for the year and the actuarially determined cost including any unfunded past service liability. The District's actuarially determined contributions for the past three years were as follows:

Fiscal Year	(1) Actuarially Determined Contribution (ADC)	(2) Contributions in relation to the ADC	(3) Difference Between (1) and (2)	Covered Employee Payroll	Column (2) as a Percentage of Covered Payroll
2016	\$ 1,107,172	\$ 1,107,172	\$ -	\$ 3,583,083	30.90%
2017	1,148,970	1,316,888	(167,918)	3,734,059	35.27%
2018	1,224,718	1,204,513	20,205	3,876,917	31.07%

The Plan's participants are required to make regular contributions to the Plan. As a result of Resolution 2013-2, the contribution rate was changed from 1% to 3% of covered salary effective September 2, 2013.

State of Florida contributions are received each year by the Plan pursuant to Chapter 175. These contributions consist of hazard insurance premium taxes imposed on the insured properties within the boundaries of the District. Any state premium tax revenues received in excess of the amount that was received for calendar year 1997 must first be used to fund the cost of compliance with minimum benefits. Any additional revenues must be used to provide extra benefits for the firefighters included in the Plan.

Plan Eligibility

All full time firefighters hired by the East Naples Fire Control and Rescue District on or after January 1, 1996, shall be eligible for membership into the Plan on the date of their employment. However, as of November 18, 2014, the Board of Fire Commissioners voted to place all newly hired full-time firefighters in the Florida Retirement System (FRS). This effectively closed the Chapter 175 plan to new participants.

Credited Service

Credited service is equal to the qualified employees' total length of service with the Employer. Certain options exist to purchase credited service.

Plan Membership

Employee membership as of October 1, 2017, (the date of the most recent actuarial evaluation) was as follows:

Inactive members:	
Members or beneficiaries currently receiving benefits	3
Members entitled to but not yet receiving benefits	9
Active plan members	42
Total	54

Vesting

A member of the Plan vests after completing six (6) years of credited service

Pension Benefits

Any member who has attained the age of 55 with six years of credited service or 25 years of credited service, regardless of age, may retire with normal retirement benefits for life. Upon normal retirement a member will receive a benefit based on average monthly salary and credited service. Normal retirement date is the month in which the circumstances noted above occur.

NOTE 8 – RETIREMENT PLANS (Continued)

Firefighters' Pension Plan (Continued)

Early Retirement

A member who has attained age 50 and completed six years of credited service may retire at any time with reduced benefits. Upon early retirement a member will receive a benefit for life based on the accrued benefit reduced by 3% for each year prior to normal retirement.

Late Retirement

A member may continue to work past the normal retirement date.

Dollar Limitation

Annual benefits cannot exceed \$160,000.

Disability Retirement

If a member becomes totally and permanently disabled as provided by the Plan, the member may retire on a non-service incurred disability and be eligible for benefits only if the member has at least eight years of credited service. If disability is the result of a line of duty Injury a member may retire and receive retirement benefits regardless of length of service.

Death Benefits

Upon the death of a vested member, a survivor benefit will be payable to the designated beneficiary. The accrued benefit is payable for ten years. Upon the death of a non-vested member designated beneficiary will receive a refund of the member's accumulated contributions.

Vested Retirement Benefit

Normal retirement benefit is equal to 3% of members Average Final Compensation (AFC) which is one twelfth (1/12) of the AFC of the five (5) best years of credited service multiplied by number of years of credited service plus an additional benefit of \$5 per month multiplied by the number of years of credited service (see below).

Compensation is defined as cash compensation paid for services rendered including up to 300 hours of overtime excluding lump sum payments for unused leave time, effective October 1, 2012. Any member who terminates employment for reasons other than retirement, disability or death may be entitled to a benefit. If a member has more than six years of credited service, this benefit will be equal to the member's accrued benefit. If a member has less than six years of credited service, they will receive a refund of their own contributions.

The monthly benefit of each retiree and beneficiary receiving the above benefits under the Plan shall be increased by 3% at the beginning of each fiscal year.

Pension Assets, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The District's net pension asset for the Firefighters' pension plan is measured as the total pension liability less the pension plans' fiduciary net position. At September 30, 2018, the District reported a net pension asset of \$4,355,124 related to the plan. The net pension asset at September 30, 2018 was measured as of September 30, 2017, using an annual actuarial valuation as of October 1, 2016 rolled forward to September 30, 2017 using standard update procedures. For the fiscal year ended September 30, 2018, the District recognized pension expense of \$1,219,739.

NOTE 8 – RETIREMENT PLANS (Continued)**Firefighters' Pension Plan (Continued)****Pension Assets, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)**

The changes in the Net Pension Asset of the District for year ended September 30, 2018 follow:

Total pension liability	
Service cost	\$ 1,227,285
Interest	1,734,319
Difference between expected and actual experience	(1,417,628)
Contributions - Buy Back	43,503
Benefit payments and refunds	(117,882)
Net change in total pension liability	1,469,597
Total pension liability - beginning	21,209,968
Total pension liability - ending (a)	\$ 22,679,565
 Plan fiduciary net position	
Contributions - Employer	\$ 449,665
Excess Contributions - Employer *	167,918
Contributions - State	699,305
Contributions - Employee	112,022
Contributions - Buy Back	43,503
Net investment income	2,520,285
Benefits payments and refunds	(117,882)
Administrative expense	(157,893)
Net Change in Plan Fiduciary Net Position	3,716,923
Plan Fiduciary Net Position - Beginning	23,317,766
Plan Fiduciary Net Position - Ending (b)	\$ 27,034,689
 Net Pension Liability (Asset) - Ending (a) - (b)	\$ (4,355,124)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	119.20%
 Covered Employee Payroll	\$ 3,734,059
 Net Pension Liability (Asset) as a Percentage of Covered Employee Payroll	-116.63%

* Excess employer contributions were recorded as an unearned revenue liability by the pension fund in the year received but for purposes of measuring the net pension liability were considered as contribution revenue in the year received.

NOTE 8 – RETIREMENT PLANS (Continued)

Firefighters' Pension Plan (Continued)

Pension Assets, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

At September 30, 2018 the District reported deferred outflows of resources and deferred inflows of resources related to the Firefighters' pension plan from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes due to:		
Differences between expected and actual experience	\$ 1,024,104	\$ (1,794,205)
Changes of assumptions	457,189	-
Net difference between projected and actual earnings on pension plan investments	-	(70,358)
Employer contributions subsequent to the measurement date	1,313,562	-
Balance as of September 30, 2018	<u>\$ 2,794,855</u>	<u>\$ (1,864,563)</u>

The deferred outflows of resources related to pensions, totaling \$1,313,562, resulting from District contributions to the Firefighters' pension plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2019	\$ 65,758
2020	108,562
2021	(232,783)
2022	(173,845)
2023	(40,487)
Thereafter	(110,475)
Total	<u>\$ (383,270)</u>

Actuarial Methods and Significant Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2016 updated to September 30, 2017 using the following actuarial assumptions applied to all measurement periods.

Inflation	2.70%
Salary increases	Service based - 5.50% - 15%
Investment Rate of Return	7.75%
Mortality Rate Healthy Lives:	Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB.
Mortality Rate Disabled Lives:	Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale. Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The actuarial assumptions used in the October 1, 2016 valuation were based on the results of an actuarial experience study dated August 4, 2014.

NOTE 8 – RETIREMENT PLANS (Continued)

Firefighters' Pension Plan (Continued)

Actuarial Methods and Significant Assumptions

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2017, the measurement date, are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic equity	35.0%	8.1%
International equity	12.0%	3.4%
Bonds	28.0%	3.6%
High yield bonds	5.0%	5.6%
Convertibles	8.0%	6.7%
Private real estate	5.0%	4.9%
MLPs	5.0%	9.1%
Cash	2.0%	0.7%
	<u>100.0%</u>	

Discount Rate

The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Regarding the sensitivity of the net pension liability to changes in the discount rate, the following presents the District's net pension asset, calculated using a single discount rate of 7.75%, as well as what the plan's net pension asset would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher:

	1% Decrease 6.75%	Current Discount Rate 7.75%	1% Increase 8.75%
Net pension liability (asset)	\$ (414,474)	\$ (4,335,124)	\$ (7,509,465)

Defined Contribution Plan

The District maintains a single-employer defined contribution pension plan through Nationwide Insurance for the benefit of District employees who were non-firefighter employees of East Naples Fire Control and Rescue District hired after January 1, 1996. The plan is administered by the District. Changes to the plan may be made by trustees of the plan with cooperation from the Board of Fire Commissioners of the District. The plan is for full-time employees and has certain eligibility provisions. Pension expense related to this plan was for the fiscal year ended September 30, 2018 was \$44,415. The contribution rates for the fiscal year ended September 30, 2018 were 6.95% for Commissioners and 10.23% for civilians. Vesting occurs over six years at 20% per year beginning after 2 years of service for all participants except commissioners who are 100% vested upon entering plan. Forfeitures are disposed of in the plan year in which the forfeiture occurs. Forfeitures may first be used to pay administrative expenses. Forfeitures are allocated to all participants eligible to share in the allocations of District contributions or forfeitures in the same proportion that each participant's compensation for the plan year bears to the compensation of all participants for such year.

NOTE 9 – DEFERRED COMPENSATION PLAN

For fiscal year 1999, the Council adopted the Statement of Government Accounting Standards Board No. 32 "Reporting for Section 457 Deferred Compensation Plans", which requires the removal of the related asset and liability of the deferred compensation plan since such funds are held in trust and are not the property of the District. The District administers the plan. The District makes no contribution to this Plan.

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

OPEB Plan Provisions

Pursuant to Section 112.081, Florida Statutes, the District is required to permit eligible retirees and their eligible dependents to participate in the District's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available for active employees.

Certain retirees and employees who chose to freeze accrued benefits receive one month of retiree medical coverage for each 2 months of service. These employees also receive life insurance in an amount up to \$50,000 at the time of his or her severance of employment but not less than \$10,000 if under the age of 70. If the retiree is over the age of 70 they receive half of that amount. Other employees are in the District's Post-Employment Health Plan (PEHP) and as required by Florida Law, when they retire under age 65 are required to have access to their current health insurance plan if they pay the full premium. This is a benefit to retirees because the cost of health insurance for retirees under age 65 exceeds the full premium.

Employees hired prior to 7/1/2011 with 25 years of service or age 55 with 6 years of service can retire under the plan. Employees hired on or after 7/1/2011 with 30 years of service or age 60 with 8 years of service can retire under the plan.

The District has not set up a trust to prefund these benefits ("OPEB Plan"). They will pay benefits on a pay-as-you-go basis and not contribute to a trust. The PEHP assets are not considered OPEB Plan assets. The OPEB Plan does not issue a separate financial report.

At October 1, 2018, the actuarial valuation date, the following employees were covered by benefit terms:

Active employees	205
Retirees in Pay Status	49
Total	<u>254</u>

The net OPEB liability at September 30, 2018 was determined using the following actuarial assumptions:

Valuation date	October 1, 2018
Measurement date	September 30, 2018
Actuarial cost method	Entry Age Normal
Discount rate	3.83 percent
Inflation	2.4 percent per year
Healthcare cost trend rates	5.4 percent initial, grading down to the ultimate trend rate of 4.1 percent in FY 2080
Demographic assumptions	Assumptions are based on Florida Retirement System assumptions.
Election Percentage and Age of Spouse	Actual spousal coverage is used for retirees, 66% of active participants are assumed to cover a spouse upon retirement; females assumed 3 years younger than male spouse. 10% of PEHP employees are assumed to elect to participate in the plan upon retirement/disability.

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (Continued)

Changes in the net OPEB liability during the fiscal year ended September 30, 2018 were as follows:

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Balance as of September 30, 2017	\$ 6,686,402	\$ -	\$ 6,686,402
Changes due to:			
Service cost	78,835	-	78,835
Interest	222,187	-	222,187
Contribution/Benefits Paid - Employer	-	676,393	676,393
Changes of Assumptions	(116,510)	-	(116,510)
Benefit Payments (net of retiree contributions)	(676,393)	(676,393)	(1,352,786)
Balance as of September 30, 2018	<u>\$ 6,194,521</u>	<u>\$ -</u>	<u>\$ 6,194,521</u>

For the year ended September 30, 2018 the District recognized OPEB expense of \$289,371. At September 30, 2018 the District reported deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes due to:		
Changes of assumptions	\$ -	\$ (104,859)
Balance as of September 30, 2018	<u>\$ -</u>	<u>\$ (104,859)</u>

Amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30:	Amount
2019	\$ (11,651)
2020	(11,651)
2021	(11,651)
2022	(11,651)
2023	(11,651)
Thereafter	(46,604)
Total	<u>\$ (104,859)</u>

Sensitivity of the net OPEB liability to changes in the discount rate and health-care cost trend rates- The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.83%) or 1-percentage-point higher (4.83%) than the current discount rate:

1% Decrease (2.83%)	Current Discount Rate (3.83%)	1% Increase (4.83%)
\$ 6,566,721	\$ 6,194,521	\$ 5,849,442

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (Continued)

Sensitivity of the net OPEB liability to the changes in the healthcare cost trend rates- The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (4.4 percent decreasing to 3.1 percent) or 1-percentage-point higher (6.4 percent decreasing to 5.1 percent) than the current healthcare cost trend rates:

1% Decrease (4.4% decreasing to 3.1%)	Healthcare Cost Trend Rates (5.4% Graded Down to 4.1%)	1% Increase (6.4% decreasing to 5.1%)
\$ 5,797,885	\$ 6,194,521	\$ 6,642,851

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There have been no claims from these risks that exceeded commercial insurance coverage over the past three years.

NOTE 12 – JOINT VENTURES

The District is involved in three joint venture agreements with Collier County and North Collier Fire Control and Rescue District. All of the joint ventures relate to the construction of various fire stations.

The first joint venture occurred in 1991 between the District and Collier County. The property construction cost division was allocated between the District and the County at 64.67% and 39.16%, respectively. Any shared expenses for common areas are paid using the usage percentages which are 60.84% for the District and 39.16% for the County. The agreement can be terminated if agreed to by both parties in writing.

The second joint venture occurred in 2001 between the District, North Collier Fire Control and Rescue District (North Collier) and Collier County. Each entity paid for one-third of the construction costs and are each responsible for one third of the expenses. The agreement may be terminated if agreed to by all of the parties in writing.

The third joint venture occurred in 2004 between the District and Collier County. The property construction cost division was 63% to the District and 37% to the County. However, the property is owned by the District. Expenses are shared in the same proportion. The agreement can be terminated with 60 days written notice by either party.

Both North Collier and Collier County are independent governmental entities and issue independent audited financial statements. Copies of the reports may be obtained from North Collier Fire Control and Rescue District, 1885 Veterans Park Drive, Naples, FL 34109. Tel (239)-597-3222 and Collier County Government, 8075 Lely Cultural Parkway Naples FL 34113. Tel (239)-252-3740.

NOTE 13– LITIGATION AND CLAIMS

Six employees v. Greater Naples Fire Rescue District

Nature of the litigation: Six employees filed an alleged unpaid overtime claim. The plaintiffs claim they are owed a total of \$579,069. This figure is subject to doubling if the court determines liquidated damages are appropriate. If the plaintiffs prevail the District may also be subject to additional the plaintiff's attorney fees and costs.

Progress of the case: The District filed an answer asserting the plaintiffs are exempt from overtime compensation and denying liability.

Evaluation of the likelihood of an unfavorable outcome and estimate of potential loss: Legal advice obtain by the District indicates that the claim is defensible; however, that it is too early to assess the likelihood of succeeding.

NOTE 14– FUND BALANCE COMMITTED TO FIRE CODE OFFICIAL'S OPEB

In a prior year, the Office of the Fire Code Official Collier County Fire Districts ("the Fire Code Official") dissolved. Prior to dissolution the District reported the Fire Code Official as a discretely presented component unit because the District administered it. Upon dissolution, the remaining assets of the Fire Code Official were disbursed amongst the participating entities with a portion retained by the District. The District retained a portion to pay for OPEB of retirees of the Fire Code Official. The portion retained is kept in a separate bank account by the District and recorded in the General Fund. The balance of these funds at September 30, 2018 is \$440,577 and is reported as committed to the fire code official's OPEB.

NOTE 15 – SUBSEQUENT EVENTS

The District was awarded a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Federal Emergency Management Agency (FEMA). Pursuant to the grant the District is eligible to receive over \$4 Million for the addition of 14 operational employees over three years.

**GREATER NAPLES FIRE RESCUE DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget - Positive/(Negative)
REVENUES				
Ad valorem taxes	\$ 26,767,529	\$ 27,874,118	\$ 27,884,527	\$ 10,409
Charges for services	691,305	879,385	954,746	75,361
Interest	30,000	77,150	80,774	3,624
Rental and lease income	152,180	131,572	131,382	(190)
Grant revenue	60,960	62,863	3,000	(59,863)
Miscellaneous	212,750	828,949	952,854	123,905
Total revenues	27,914,724	29,854,037	30,007,283	153,246
EXPENDITURES				
Current:				
Public safety:				
Personnel service				
Salaries	16,289,312	16,895,032	17,541,102	(646,070)
Benefits	8,547,694	9,365,323	9,259,669	105,654
Operating expenditures:				
Professional Services	1,247,033	1,171,998	1,215,956	(43,958)
Accounting - auditing	27,700	31,500	31,500	-
Communications and freight	189,000	170,875	146,933	23,942
Utility services	179,260	30,000	199,469	(169,469)
Insurance - general	365,106	300,000	425,933	(125,933)
Repair and maintenance	692,200	980,220	922,714	57,506
Fuels and lubricants	196,500	270,150	252,952	17,198
Operating supplies	182,000	95,700	172,475	(76,775)
Small Equipment	165,427	141,910	289,759	(147,849)
Uniforms	217,200	158,500	155,120	3,380
Books and dues	238,975	176,949	201,833	(24,884)
Other	25,599	168,635	150,736	17,899
Capital outlay	768,727	808,652	3,151,054	(2,342,402)
Debt service	353,464	382,500	416,737	(34,237)
Reserved for Contingency	4,915,237	6,403,928	-	6,403,928
Total expenditures	34,600,434	37,551,872	34,533,942	3,017,930
Excess (deficiency) of revenues over (under) expenditures	(6,685,710)	(7,697,835)	(4,526,659)	3,171,176
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	15,000	72,453	72,453	-
MM63 Employee Cost Reimbursement	600,000	-	-	-
Lease proceeds	-	-	2,549,900	2,549,900
Appropriated funds	6,070,710	7,625,382	-	(7,625,382)
Total other financing sources (uses)	6,685,710	7,697,835	2,622,353	(5,075,482)
Net change in fund balances	\$ -	\$ -	(1,904,306)	\$ (1,904,306)
Fund balances - beginning, as restated (see Note 2)			8,300,745	
Fund balances - ending			<u>\$ 6,396,439</u>	

See notes to required supplementary information

**GREATER NAPLES FIRE RESCUE DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET AND ACTUAL – MILE MARKER 63 FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Grant Revenue	\$ 1,541,857	\$ 1,276,301	\$ (265,556)
Total revenues	1,541,857	1,276,301	(265,556)
EXPENDITURES			
Current:			
Personnel service	850,000	808,568	41,432
Personnel service - MM63 EMS	412,000	385,338	26,662
Operating expenditures	279,857	82,395	197,462
Total expenditures	1,541,857	1,276,301	265,556
Excess (deficiency) of revenues over (under) expenditures	\$ -	-	\$ -
Fund balances - beginning		-	
Fund balances - ending		\$ -	

See notes to required supplementary information

**GREATER NAPLES FIRE RESCUE DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET AND ACTUAL – IMPACT FEE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Impact fees	\$ 996,000	\$ 1,671,737	\$ 675,737
Interest	5,500	30,203	24,703
Total revenues	<u>1,001,500</u>	<u>1,701,940</u>	<u>700,440</u>
EXPENDITURES			
Operating expenditures:			
Small equipment	60,000	65,001	(5,001)
Debt service	360,960	360,957	3
Capital outlay	950,000	263,514	686,486
Total expenditures	<u>1,370,960</u>	<u>689,472</u>	<u>681,488</u>
Excess (deficiency) of revenues over (under) expenditures	(369,460)	1,012,468	1,381,928
OTHER FINANCING SOURCES			
Use of fund balance	369,460	-	(369,460)
Total other financing sources	<u>369,460</u>	<u>-</u>	<u>(369,460)</u>
Net change in fund balances	<u>\$ -</u>	<u>1,012,468</u>	<u>\$ 1,012,468</u>
Fund balances - beginning		<u>4,123,296</u>	
Fund balances - ending		<u>\$ 5,135,764</u>	

See notes to required supplementary information

**GREATER NAPLES FIRE RESCUE DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general and special revenue funds. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board of Commissioners. The budgets approximate a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Commissioners. The general fund budget for the fiscal year ended September 30, 2018 was amended to increase revenues by \$1,939,313, increase other financing sources by \$1,012,125 and increase appropriations by \$2,951,438. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

Operating budgets were also adopted for the District's Mile Marker 63 fund and impact fee fund. Actual Mile Marker 63 fund and impact fee fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

**GREATER NAPLES FIRE RESCUE DISTRICT
FLORIDA RETIREMENT SYSTEM PENSION LIABILITY AND CONTRIBUTION SCHEDULES
SEPTEMBER 30, 2018
(UNAUDITED)**

**Schedule of the District's Proportionate Share of the Net Pension Liability -
Florida Retirement System Pension Plan
Last 10 Years (1) (2)**

	2018	2017	2016	2015
District's proportion of the FRS net pension liability	0.072%	0.060%	0.047%	0.036%
District's proportionate share of the FRS net pension liability	\$ 21,647,507	\$ 17,857,998	\$ 11,934,891	\$ 4,639,901
District's covered employee payroll	\$ 8,970,403	\$ 7,251,035	\$ 5,428,969	\$ 4,463,836
District's proportionate share of the FRS net pension liability as a percentage of its covered employee payroll	241.32%	246.28%	219.84%	103.94%
FRS plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%	92.00%

**Schedule of the District's Proportionate Share of the Net Pension Liability -
Health Insurance Subsidy Pension Plan
Last 10 Years (1) (2)**

	2018	2017	2016	2015
District's proportion of the HIS net pension liability	0.037%	0.031%	0.025%	0.021%
District's proportionate share of the HIS net pension liability	\$ 3,873,342	\$ 3,313,097	\$ 2,862,746	\$ 2,126,479
District's covered employee payroll	\$ 8,970,403	\$ 7,251,035	\$ 5,428,969	\$ 4,463,836
District's proportionate share of the HIS net pension liability as a percentage of its covered employee payroll	43.18%	45.69%	52.73%	47.64%
HIS plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%	0.50%

(1) The amounts presented for each year were determined as of the measurement date, June 30.

(2) Information is only available for the years presented.

**GREATER NAPLES FIRE RESCUE DISTRICT
FLORIDA RETIREMENT SYSTEM PENSION LIABILITY AND CONTRIBUTION SCHEDULES
SEPTEMBER 30, 2018
(UNAUDITED)**

**Schedule of the District Contributions -
Florida Retirement System Pension Plan
Last 10 Fiscal Years (1) (2)**

	2018	2017	2016	2015
Contractually required FRS contribution	\$ 1,802,309	\$ 1,511,669	\$ 1,031,152	\$ 824,264
FRS contributions in relation to the contractually required contribution	(1,802,309)	(1,511,669)	(1,031,152)	(824,264)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
District's covered employee payroll	\$ 9,053,926	\$ 8,035,384	\$ 5,783,772	\$ 4,671,619
FRS contributions as a percentage of covered employee payroll	19.91%	18.81%	17.83%	17.64%

**Schedule of the District Contributions -
Health Insurance Subsidy Pension Plan
Last 10 Fiscal Years (1) (2)**

	2018	2017	2016	2015
Contractually required HIS contribution	\$ 150,297	\$ 133,389	\$ 96,011	\$ 89,164
HIS contributions in relation to the contractually required contribution	(150,297)	(133,389)	(96,011)	(89,164)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
District's covered employee payroll	\$ 9,053,926	\$ 8,035,384	\$ 5,783,772	\$ 4,671,619
HIS contributions as a percentage of covered employee payroll	1.66%	1.66%	1.66%	1.91%

(1) The amounts presented for each fiscal year were determined as of September 30.

(2) Information is only available for the years presented.

**GREATER NAPLES FIRE RESCUE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS -
FIREFIGHTERS' PENSION PLAN
LAST TEN FISCAL YEARS*
(UNAUDITED)**

Fiscal year ending September 30, Measurement date September 30,	2018 2017	2017 2016	2016 2015	2015 2014
Total pension liability				
Service cost	\$ 1,227,285	\$ 1,229,729	\$ 1,309,059	\$ 1,076,925
Interest	1,734,319	1,538,231	1,249,582	1,073,926
Difference between expected and actual experience	(1,417,628)	(686,689)	1,408,146	-
Assumption changes	-	587,813	-	-
Contributions - Buy Back	43,503	-	-	-
Benefit payments and refunds	(117,882)	(155,063)	(170,839)	(62,080)
Net change in total pension liability	1,469,597	2,514,021	3,795,948	2,088,771
Total pension liability - beginning	21,209,968	18,695,947	14,899,999	12,811,228
Total pension liability - ending (a)	\$ 22,679,565	\$ 21,209,968	\$ 18,695,947	\$ 14,899,999
Plan fiduciary net position				
Contributions - Employer	\$ 449,665	\$ 575,788	\$ 517,177	\$ 506,016
Excess Contributions - Employer**	167,918	-	-	-
Contributions - State	699,305	531,384	661,600	720,074
Contributions - Employee	112,022	107,493	113,635	110,558
Contributions - Buy Back	43,503	-	-	-
Net investment income	2,520,285	1,918,305	(143,909)	1,574,687
Benefits payments and refunds	(117,882)	(155,063)	(170,839)	(62,080)
Administrative expense	(157,893)	(160,474)	(163,984)	(164,656)
Net Change in Plan Fiduciary Net Position	3,716,923	2,817,433	813,680	2,684,599
Plan Fiduciary Net Position - Beginning	23,317,766	20,500,333	19,686,653	17,002,054
Plan Fiduciary Net Position - Ending (b)	\$ 27,034,689	\$ 23,317,766	\$ 20,500,333	\$ 19,686,653
Net Pension Liability (Asset) - Ending (a) - (b)	\$ (4,355,124)	\$ (2,107,798)	\$ (1,804,386)	\$ (4,786,654)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	119.20%	109.94%	109.65%	132.13%
Covered Employee Payroll	\$ 3,734,059	\$ 3,583,083	\$ 3,787,836	\$ 3,685,271
Net Pension Liability (Asset) as a Percentage of Covered Employee Payroll	-116.63%	-58.83%	-47.64%	-129.89%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

** Excess employer contributions were recorded as an unearned revenue liability by the pension fund in the year received but for purposes of measuring the net pension liability were considered as contribution revenue in the year received.

**GREATER NAPLES FIRE RESCUE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF ACTUARIALLY DETERMINED CONTRIBUTIONS -
FIREFIGHTERS' PENSION PLAN
LAST TEN FISCAL YEARS*
(UNAUDITED)**

Fiscal Year	(1) Actuarially Determined Contribution (ADC)	(2) Contributions in relation to the ADC	(3) Difference Between (1) and (2)	Covered Employee Payroll	Column (2) as a Percentage of Covered Payroll
2014	\$ 1,226,090	\$ 1,226,090	\$ -	\$ 3,685,271	33.27%
2015	1,178,777	1,178,777	-	3,787,836	31.12%
2016	1,107,172	1,107,172	-	3,583,083	30.90%
2017	1,148,970	1,316,888	(167,918)	3,734,059	35.27%
2018	1,224,718	1,204,513	20,205	3,876,917	31.07%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information for those years for which information is available will be presented.

**GREATER NAPLES FIRE RESCUE DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE DISTRICT'S NET OPEB LIABILITY
AND RELATED RATIOS
SEPTEMBER 30, 2018
(UNAUDITED)**

	<u>2018</u>
Total OPEB Liability	
Service cost	\$ 78,835
Interest	222,187
Assumption changes	(116,510)
Benefit payments and refunds	(676,393)
Net change in total OPEB liability	(491,881)
Total OPEB liability - beginning	6,686,402
Total OPEB liability - ending (a)	<u>\$ 6,194,521</u>
 Plan Fiduciary Net Position	
Net change in plan fiduciary net position	
Contributions - employer	\$ 676,393
Benefit payments (net of retiree contributions)	\$ (676,393)
Plan fiduciary net position - beginning	-
Plan fiduciary net position - ending (b)	<u>\$ -</u>
 District's net OPEB liability - ending (a) - (b)	<u>\$ 6,194,521</u>
 Plan fiduciary net position as a percentage of total OPEB liability	0.00%
 Covered payroll	\$ 15,916,631
 Net OPEB liability as a percentage of covered payroll	38.92%
 Information is only available for the years presented	



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Greater Naples Fire Rescue District
Naples, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund and the remaining fund information of Greater Naples Fire Rescue District, Naples, Florida ("District") as of and for the fiscal year ended September 30, 2018, which collectively comprise the District's basic financial statements and have issued our report thereon dated June 21, 2019, which includes an emphasis of matter paragraph. Other auditors audited the financial statements of the District's Firefighters' Pension Plan, as described in our report on the District's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the District in a separate letter dated June 21, 2019.

The District's responses to the findings identified in our audit are described in the accompanying Management Letter. We did not audit the District's responses and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

B. K. & Associates

June 21, 2019



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY CHAPTER 10.550 RULES OF THE AUDITOR GENERAL**

To the Board of Commissioners
Greater Naples Fire Rescue District
Naples, Florida

Report on Compliance for the Major State Project

We have audited Greater Naples Fire Rescue District's, Naples, Florida (the "District") compliance with the types of compliance requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on the District's major state project for the fiscal year ended September 30, 2018. The District's major state project is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with state statutes, laws, regulations, and the terms and conditions of its state awards applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the District's major state project based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; and Chapter 10.550, Rules of the Auditor General. Those standards and Chapter 10.550 Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major state project. However, our audit does not provide a legal determination of the District's compliance.

Opinion on the Major Federal Program and State Project

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major state project for the fiscal year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on the major state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major state project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Bhav & Associates

June 21, 2019

**GREATER NAPLES FIRE RESCUE DISTRICT
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FISCAL YEAR ENDED SEPTEMBER 30, 2018**

State Agency, State Project	CSFA Number	Expenditures
STATE FINANCIAL ASSISTANCE		
Florida Department of Transportation		
<i>Alligator Alley Mile Marker 63 Fire Station</i>	55.036	\$ 1,276,301
Total Expenditures of State Financial Assistance		<u>\$ 1,276,301</u>

See accompanying notes to schedule of expenditures of state financial assistance.

**GREATER NAPLES FIRE RESCUE DISTRICT
NOTES TO SCHEDULE OF STATE FINANCIAL ASSISTANCE**

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures state financial assistance includes the state grant activity of Greater Naples Fire Rescue District, Naples, Florida (the "District") under the state project for the fiscal year ended September 30, 2018. The information in this schedule is presented in accordance with the requirements of Chapter 10.550, Rules of the Auditor General. Because the schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position or changes in net position of the District.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting.

**GREATER NAPLES FIRE RESCUE DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
STATE PROJECTS
FISCAL YEAR ENDED SEPTEMBER 30, 2018**

A. SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of Greater Naples Fire Rescue District, Naples, Florida (the "District").
2. No significant deficiencies relating to the audit of the financial statements are reported in the independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the District were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major state project are reported in the independent auditor's report on compliance for each major State project and on internal control over compliance required by Chapter 10.550, rules of the Auditor General.
5. The independent auditor's report on compliance with requirements that could have a direct and material effect on the state project for the District expresses an unmodified opinion.
6. Audit findings relative to the state project for the District are reported in Parts C and D of this Schedule.
7. The state project tested as a major project include:

<u>State Project</u>	<u>CSFA#</u>
Florida Department of Transportation Alligator Alley Mile Marker 63 Fire Station	55.036

8. The dollar threshold used to distinguish between Type A or Type B for major state projects was \$750,000.

B. FINDINGS –FINANCIAL STATEMENTS AUDIT

See Report to Management

C. FINDINGS AND QUESTIONED COSTS – STATE PROJECTS

None

D. OTHER ISSUES

1. No corrective action plan is required because there were no findings required to be reported under the Florida Single Audit Act.

E. PRIOR YEAR FINDINGS - MAJOR STATE PROJECTS

None



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www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Commissioners
Greater Naples Fire Rescue District
Naples, Florida

We have examined Greater Naples Fire Rescue District, Naples, Florida ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2018. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination. We were not engaged to audit the financial statements of the District's Firefighters' Pension Plan; accordingly, we did not examine the District's Firefighters' Pension Plan's compliance with the requirements of Section 218.415, Florida Statutes, required by Rule 10.556(10) of the Auditor General of the State of Florida. This report does not include a report on the District's Firefighter's Pension Plan's compliance with the requirements of Section 218.415, Florida Statutes, required by Rule 10.556(10) of the Auditor General of the State of Florida.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2018.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Commissioners of Greater Naples Fire Rescue District, Naples, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 21, 2019



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**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Commissioners
Greater Naples Fire Rescue District
Naples, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Greater Naples Fire Rescue District ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 21, 2019, which includes an emphasis of matter paragraph. Other auditors audited the financial statements of the District's Firefighters' Pension Plan, as described in our report on the District's financial statements. This report does not include other auditors' management letter reported separately by those auditors.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 21, 2019, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Commissioners of Greater Naples Fire Rescue District and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Greater Naples Fire Rescue District and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 21, 2019

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2018-01: MM63 Tracking

Observation: Although the District did not initially set up the MM63 fund correctly and did not record revenue and receivable transactions related to the MM63 fund correctly, during the audit, the District was able to research and adjust the MM63 fund to correctly present it. We noted that the District could improve the tracking of MM63 in a way that would allow it to more efficiently monitor and present the MM63 fund throughout the year.

Recommendation: A separate bank account should be set up for the MM63 fund. Labor costs should be allocated to MM63 every pay period and the corresponding due to/from accounts updated. MM63 non-labor and paramedic expenses should be paid directly out of the MM63 bank account. MM63 grant reimbursements should be deposited into the MM63 bank account only. Due to/from accounts should be set up to handle the payroll paid by the general fund and allocated to MM63. MM63 should reimburse the general fund periodically to clear out the due to/from accounts. Proper cutoff and closing procedures should be performed monthly. As the county paramedic invoices will arrive too late for the monthly cutoff period those expenditures should be estimated and accrued monthly.

Reference Number for Prior Year Finding: Not applicable.

Management response: Management has taken steps to increase efficiency by creating a separate bank account, opened May 2019, all subsequent reimbursement deposits are made only to this bank account. Implemented in October 2018, a MM63 fund was created to help efficiently track income and expenses and record the do to/from transactions. Additionally, the District began in June 2019 paying all non-labor expenses from the mm63 only bank account.

2018-02: Accounting Software and Processes

Observation: As the District has grown through mergers, annexations, and interlocal management agreements, the complexity and volume of accounting information has increased. The District staff use elaborate spreadsheets to calculate payroll and then manually enter amounts into the accounting software system. Several payroll and other accounting processes also rely on a custom Filemaker Pro application. The payroll process and other accounting processes could be more efficient and automated. Additionally, the District's accounting software is not designed to handle governmental fund accounting. Currently, in the District's accounting software each fund has its own file in and is not automatically integrated. Any transactions between funds have to be manually tracked and adjusted in several places concurrently. Typically, a governmental accounting software system is set up so that there is one file with several funds that are automatically integrated.

Recommendation: The District should consider updating its accounting software system to a governmental accounting software system where each fund is automatically integrated. The District should consider taking advantage of the implementation of a new software system to implement new more efficient payroll and other accounting processes.

Reference Number for Prior Year Finding: Not applicable.

Management response: The District has considered several software options over the past few years, having demonstrations and quotes developed specifically for the District, to find that the benefit to switching programs does not outweigh the costs. The District's limited operating budget adds additional limitations. The District also previously contracted the current software provider to make the current system mirror as closely as possible the chart of accounts in the Florida local governments uniform accounting systems manual.

While the District has invested in a new attendance program, its current limitations are met with facilitating various pay and incentive constraints of the current CBA.

REPORT TO MANAGEMENT (Continued)

2018-03 Accounting Procedures Manual

Observation: As the District has grown through mergers, annexations, and interlocal management agreements, the complexity of the accounting functions and implementation of new policies has increased. In addition, we noted that the District lacks certain policies and procedures related to their IT operations.

Recommendation: The District should continuously review and update its accounting procedures manual continuously and ensure that it covers current practice for all key accounting functions including payroll, purchasing, receipts, customer billings, disbursements, accounts receivable, and accounts payable functions. The District should establish an IT policy for onboarding and termination. The District should establish a password policy. The details of how these and other IT policies are implemented should be documented in an IT procedures manual.

Reference Number for Prior Year Finding: Not applicable.

Management response: The District will continuously review and update its accounting procedures manual. Management will develop and implement recommended IT policies and update its procedures manual.

II. PRIOR YEAR FINDINGS

2017-01 Procurement documentation

Current Status: Recommendation has been implemented.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2017, except as noted above.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2018, except as noted above.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2018.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

REPORT TO MANAGEMENT (Continued)

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2018. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. E.
Meeting Date: July 9, 2019
Prepared By: Tara Bishop, Director
Subject: SHSGP Grant 2018- Marc Region 6

Background

In 2017 the District took possession through the Florida Division of Emergency Management of the Region 6 Mutual Aid Radio Communications (MARC) Cache, as approved by the Board in April 2017. Annual funding is executed through the Homeland Security Grant Program (HSGP). The 2018 grant cycle, Agreement #R0001, FEMA Award ID number EMW-2018-SS-00064 is prepared and ready for execution.

The 2018 grant agreement period is through August 31, 2020. The grant is to cover \$71,500 allocated to equipment expenditures.

Funding Source/Financial Impact

100% reimbursement under the 2018 grant Federal Award Identification Number EMW-2017-SS-00064 in the amount of \$71,500.

Recommendation

Staff recommends the Board authorize execution of FY 2018 HSGP grant agreement R0001 in the amount of \$71,500.

Potential Motion

I, move to authorize execution of the FY 2018 HSGP grant agreement R0001.

A handwritten signature in blue ink, appearing to be "Tara Bishop", is written over a horizontal line.

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Greater Naples Fire Department</u>
Sub-Recipient's unique entity identifier:	<u></u>
Federal Award Identification Number (FAIN):	<u>EMW-2018-SS-00064</u>
Federal Award Date:	<u>September 01, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Date of Execution – 08/31/2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$71,500.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$71,500.00</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles:</u> <u>EMW-2018-SS-00064-S01</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>FL Div. of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32399</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.067 Homeland Security Program</u>
Whether the award is R&D:	<u>NO (N/A)</u>
Indirect cost rate for the Federal award:	<u>28.33%</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the **Greater Naples Fire Department**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Newarsa Edwards

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

Telephone: (850) 815-4340

Email: Newarsa.Edwards@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on August 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida

Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$71,500.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and B, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
 - i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance

with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private

entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the

specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-

Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the

approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Program Budget
 - iii. Attachment B – Scope of Work
 - iv. Attachment C – Deliverables and Performance
 - v. Attachment D – Program Statutes and Regulations
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Warranties and Representations
 - viii. Attachment G – Certification Regarding Debarment
 - ix. Attachment H – Statement of Assurances
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – Monitoring Guidelines
 - xii. Attachment K – EHP Guidelines
 - xiii. Attachment L – Reimbursement Checklist

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its

contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further

Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by

appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

GREATER NAPLES FIRE DEPARTMENT

By: _____

Name and title: _____

Date: _____

FID# _____

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Deputy Director (by authority of Division Director)

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$71,500.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2018 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.
3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Attachment A
PROPOSED PROGRAM BUDGET

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://www.fema.gov/authorized-equipment-list>.

The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.

Grant	FY 2018 Homeland Security Grant Program	
Recipient Agency	Greater Naples Fire Department	
Category(s)	Issue Number/Project Title	Amount Allocated
Planning Expenditures		
Organizational Expenditures		
Exercise Expenditures		
Training Expenditures		
Equipment Expenditures	Issue 17 – MARC Cache Upgrades	\$71,500.00
Management and Administration (up to 5%)		
Total Award	\$71,500.00	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Issuance of WHTI-compliant Tribal identification cards				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs				
Coordination with Citizen Corps Councils for public information/education and development of volunteers				
Update governance structures and process and plans for emergency communications				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL PLANNING EXPENDITURES			\$	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue #
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities and others with access and functional needs				
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
Travel				

Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training				
Interoperable communications training				
Activities to achieve training inclusive of people with limited English proficiency				
TOTAL TRAINING EXPENDITURES			\$	
Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
TOTAL ORGANIZATIONAL EXPENDITURES			\$	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Interoperable communications exercises				

Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL EXERCISE EXPENDITURES			\$	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost	Issue #
Personal protective equipment				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cybersecurity enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment				
Medical supplies				
Power equipment (generators, batteries, power cells)				
CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Animal and Plants				
CBRNE Prevention and Response watercraft				

CBRNE Aviation Equipment				
CBRNE Logistical Support Equipment				
Intervention Equipment				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EQUIPMENT EXPENDITURES			\$	
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue #
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
TOTAL M&A EXPENDITURES			\$	
TOTAL EXPENDITURES			\$71,500.00	

ATTACHMENT B

SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2018 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description –

Issue 17 – MARC Cache Upgrades: This project is to replace aging MARC cache radios that were purchased in 2005 with SHSP grant funds. Each cache contains VHF, UHF and 800 MHz portable and mobile radios with repeater capabilities, the new cache will replace the multiple handheld radios with fewer tri-band radios that will reduce the total number of handhelds to 64 each.

II. Categories and Eligible Activities

FY 2018 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in [CPG 101 v 2.0](#).

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal identification card.
- Activities to achieve planning inclusive of people with disabilities.
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

B. Allowable Organization Related Costs (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corps Councils;
- Structures and mechanisms for information sharing between the public and private sector;

- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence Analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime Costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.

- **Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in **IB 379**.

Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI)

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency Response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating

capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities, individuals with limited English proficiency and others with access and functional needs, and is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.

- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the multi-year TEP. States must include all confirmed or planned special events in the Multi-year TEP. The state or Urban Area may plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*
- If you require food/water for this event, request must come to the Division within 25 days prior to the event, in the following format:

Exercise Title:
 Location:
 Exercise Date:
 Exercise Schedule:
 Estimated Number of Participants that will be fed:
 Estimated Cost for food/water:
 Description of the Exercise:

Unauthorized Exercise Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

D. Allowable Training Related Costs (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the [Course Development Tool](#).

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy [FP 207-008-064-1](#), *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the [NTED Responder Training Development Center \(RTDC\)](#) website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the

FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2018 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

E. Allowable Equipment Related Costs (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on <http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory

regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

Controlled Equipment (SHSP, UASI, and OPSG)

Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

F. Management and Administration (M&A)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

M&A activities includes:

- Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with the compliance with reporting and data collection requirements.

G. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless the Division has approved the Scope of Work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

H. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

- An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

I. Overtime and Backfill

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

Failure to comply

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

J. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June 30 and July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Newarsa Edwards FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 Newarsa.Edwards@em.myflorida.com	Amy Garmon FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4356 Amy.Garmon@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

ATTACHMENT C
DELIVERABLES AND PERFORMANCE

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Management Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

Attachment D
Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to consumers, for the purchase start-up supplies and equipment. The sub-recipient would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months (90 days of Funding Agreement)
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

ATTACHMENT F
WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient's Name

Name and Title

FDEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT H
STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the FY 2018 Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-Recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
4. If, during the past three years, the Sub-Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
6. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
7. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

9. Sub-Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

ATTACHMENT I
MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1996 Comp., p. 189) and 12689 (3 CFR Part 1999 Comp., p. 235). "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to

ATTACHMENT J MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year, FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined include:

- Management and administrative procedures;
Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline

- Recordkeeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring Protocol

On-site monitoring will be conducted by FDEM or designated personnel. On-site monitoring visits will be scheduled in advance with the Sub-Recipient Agency POC designated in the grant agreement. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-site monitoring visits will begin with those sub-recipients that are currently spending and risks are identified and significant for that federal fiscal year (FY 18). Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A monitoring notification letter will be sent to the Sub-Recipient Agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment should be confirmed with the Sub-Recipient in writing (email is acceptable) and documented in the grant folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, FDEM personnel will explain the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item). If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the sub-recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Sub-Recipient. If there are no findings, the Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-recipient is resolved by management under the terms of the Sub-Grant Agreement.

ATTACHMENT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist.
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided).
- V. Take photographs of the location(s) of proposed project (Guidance provided).
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

**ATTACHMENT L
REIMBURSEMENT CHECKLIST**

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and sign-up sheets with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
 - ☐ Canceled check
 - ☐ Electronic Funds Transfer (EFT) Confirmation
 - ☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 - ☐ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - *Vendor//Manufacturer justification letter is required
 - ☐ State Contract (page showing contract #, price list)
 - ☐ Competitive bid results

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- ☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?
- ☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 - ☐ Have documentation from entity's financial system been provided as proof attendees were paid?
 - ☐ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 6. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
 - ☐ Canceled check
 - ☐ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement & payment to credit card company for that statement

- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

_____ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor

_____ /Manufacturer justification letter is required

_____ State Contract (page showing contract #, price list)

_____ Competitive bid results

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?

_____ Situation Manual

_____ Exercise Plan

- ☐ 2. If exercise has been conducted are the following included:

_____ After-action report

_____ Sign-in sheets

_____ Agenda

_____ Rosters

- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?

_____ Have documentation from entity's financial system been provided to prove attendees were paid?

_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.

_____ Canceled check

_____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement & payment to credit card company for that statement

- ☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.

_____ Canceled check

_____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement & payment to credit card company for that statement

- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

_____ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor/Manufacturer justification letter is required

_____ State Contract (page showing contract #, price list)

_____ Competitive bid results

EQUIPMENT

- ☐ 1. Have all invoices been included?

- ☐ 2. Has an AEL # been identified for each purchase?

- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

- ☐ 4. Has proof of payment been included?

_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor /Manufacturer justification letter is required
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement
_____ Copy of paycheck if reimbursed through payroll

MATCHING FUNDS

- ☐ 1. Contributions are from Non Federal funding sources identified?
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor included?
2. Has proof for time worked by the employee been included? Is time period summary included?
_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register

_____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.



GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet

NEW BUSINESS

Agenda Item: III. F
Subject: Future Commission Election Process
Meeting Date: July 9, 2019
Prepared By: Chairman Tom Henning

Background

In the special act, Article IV Governing Board, Section 4.02 states that . . . "The board of commissioners shall initially be composed of eight members. The commissioners holding seats 2, 5, 6, and 7 shall have initial terms that expire in November 2016. Commissioners for seats 6 and 7 shall subsequently be elected to 2-year terms that expire in November 2018. The commissioners holding seats 1, 3, 4, and 8 shall have initial terms that expire in November 2018. Seats 6, 7, and 8 shall be eliminated in November 2018. The foregoing provisions establish, after the November 2018 election, a board having five commissioners with 4-year staggered terms. **Seats 1 and 2 shall be elected as at-large seats for the East Naples Division. Seats 4 and 5 shall be elected as at-large seats for the Golden Gate Division. Seat 3 shall be elected as an at-large seat for the district as a whole.**"

Discussion

The County Elections Office considers the language moving forward; Seats 1 and 2 (East Naples Division) and Seats 4 and 5 (Golden Gate Division) elected by Division, NOT at-large as stated. This is due to the way the original language was written. The language in the Special Act is confusing at best, and should be clarified by the Board of Fire Commissioners, or re-written by the legislators in 2020.

Many Special District elections are held district-wide, not restricting an electorate vote to commission seats in a limited area or division. The current process for Greater Naples could present a legal challenge regarding equal representation. Each decade the County Commission and School Board re-draws its districts to meet the changing growth in population. Neither the East Naples or Golden Gate division boundaries represent an area by population. Furthermore, Isles of Capri was added, increasing population to the East Naples Division, further widening the population disparity. Some districts gain residents, some lose them. Some districts increase the numbers of minorities, some districts lose them. District boundaries are redrawn to ensure each district has about the same number of people and to fulfill the constitutional guarantee that each voter has an equal say.

A handwritten signature in blue ink, likely of the Fire Chief, is located at the bottom left of the page.