



**AGENDA**  
**GREATER NAPLES FIRE RESCUE DISTRICT**  
**BOARD OF FIRE COMMISSIONERS MEETING**  
**March 10, 2020**

**I. MEETING OPENED**

- A. Pledge of Allegiance and Invocation
- B. Line of Duty Deaths Reading and Moment of Silence
- C. 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 1 - 16
- D. Approval, Additions and Deletions to the Agenda
- E. Approval of the GNFD Minutes for February 11, 2020 17 - 19
- F. Awards and Recognition
  - Introduction of New Employee – F&LS Receptionist Jean Schwarz
  - Fire Chief's Values – Lieutenant Inspector Steve Riley
  - Firefighter of the Year – Lieutenant Joshua Grimm
  - Civilian Employee of the Year – Accountant Charlotte Johnson
  - Excellence in Service in Fire & Life Safety – Administrative Assistant Tracey Caparrelli
- G. Fire Chief's District Report - Chief Schuldt 20 - 32
- H. Chapter 175 Firefighters' Pension Plan
- I. Local 2396 Report – President Joey Brown

**II. OLD BUSINESS**

- A. AIW – F&LS Existing Inspection Requests – Assistant Chief Hanson 33 - 38

**III. NEW BUSINESS**

- A. Executive Session – \*Time Specific 6:00PM
- B. AIW – Resolution 2020-05, Fire & Life Safety Fee Schedule – AC Hanson 39 - 46
- C. AIW – 2019 Assistance to Firefighters Grant Application – Division Chief Nelmes 47
- D. AIW – HERO's Grant Application – Division Chief Nelmes 48 - 50
- E. AIW – Resolution 2020-04, 175 FFs' Pension Plan DROP – Director Bishop 51 - 71
- F. AIW – Ochopee Management Agreement – Director Bishop 71 - 82
- G. AIW – Supervisor of Elections Clarification Request – Director Bishop 83 - 98
- H. Indemnity and Hold Harmless with Collier County - Director Bishop 99 - 103
- I. Public Comment on items not listed on Agenda
- J. Comments by Commissioners

**IV. ADJOURNMENT**

**Next Regular BOFC Meeting Tuesday, April 14, 2020**

**Balance Sheet**  
**As of 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

<b>Assets</b>			
<b>CASH IN BANK</b>			
10100-001-0000-003	DENTAL ACCOUNT (GNFRD)	\$	97,266.00
10100-001-0000-004	HEALTH FUND (GNFRD)	\$	20,098.79
10100-001-0000-005	UHC - MEDICARE - GNFRD	\$	144,285.34
10100-001-0000-010	PURCHASING CARD	\$	32,760.90
10100-001-0001-002	OPERATIONS GENERAL FUND	\$	18,626,103.75
10100-001-0003-003	PAYROLL CASH IN BANK	\$	290,926.97
10100-001-0015-000	DEBT SERVICE RESERVE FUND	\$	717,627.97
10100-001-0200-000	FIRST FLORIDA INTEGRITY BANK	\$	2,092,801.16
<b>Total CASH IN BANK:</b>			\$ 22,021,870.88
<b>ACCOUNTS RECEIVABLE</b>			
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	\$	7,236.91
11500-001-0008-000	MISC. RECEIVABLE- PREVENTION	\$	37,735.00
11500-001-0009-000	COLLIER COUNTY RECEIVABLE	\$	433.11
11500-001-0011-000	RETURNED CHECKS	\$	160.00
11500-001-0013-000	FALSE ALARM RECEIVABLE	\$	2,735.43
<b>Total ACCOUNTS RECEIVABLE:</b>			\$ 75,287.99
<b>DUE FROM OTHER FUNDS</b>			
13200-900-0001-001	DUE FROM MM63 FOR SET UP	\$	75,000.00
13300-001-0000-001	DUE FROM M63	\$	203,770.57
<b>Total DUE FROM OTHER FUNDS:</b>			\$ 278,770.57
<b>PROPERTY HELD FOR SALE</b>			
15000-001-0000-000	PROPERTY HELD FOR SALE	\$	1,000,000.00
<b>Total PROPERTY HELD FOR SALE:</b>			\$ 1,000,000.00
<b>PREPAID</b>			
15500-001-0000-000	PREPAID EXPENSES	\$	6,220.09
15500-001-0001-000	PREPAID INSURANCE	\$	364,856.55
15500-001-0004-000	DEPOSIT IN ZENNITH FOR GRIT CLAIMS	\$	20,732.79
<b>Total PREPAID:</b>			\$ 391,809.43
<b>Total Assets:</b>			\$ 23,767,738.87
<b>Liabilities</b>			
<b>VOUCHER PAYABLE</b>			
20100-001-0000-001	VOUCHERS PAYABLE	\$	-2,413.13
20100-001-0000-002	AFLAC - PRE TAX	\$	-35.89
20100-001-0000-003	AFLAC - POST TAX	\$	-15.95
20100-001-0000-009	EE ELECTIVE LIFE INS - STANDARD INS	\$	-619.10
20100-001-0000-010	EE CONTRIBUTION TO FRS	\$	-0.01
20100-001-0000-013	FSA CONTRIBUTION	\$	-2,595.48
20100-001-0000-022	FSA Contributions from Prior Year	\$	15,764.86
<b>Total VOUCHER PAYABLE:</b>			\$ 10,085.30
<b>DUE TO OTHER FUNDS</b>			
20700-001-0001-000	DUE TO IMPACT FEE FUND FROM GENERAL	\$	157,808.37
<b>Total DUE TO OTHER FUNDS:</b>			\$ 157,808.37
<b>ACCRUED TAXES PAYABLE</b>			
21700-001-0000-002	FICA TAXES	\$	-0.01
21700-001-0000-003	EMPLOYER SOCIAL SECURITY TAXES	\$	105.97
<b>Total ACCRUED TAXES PAYABLE:</b>			\$ 105.96
<b>OTHER CURRENT LIABILITIES</b>			

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**Balance Sheet**  
**As of 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

<b>OTHER CURRENT LIABILITIES</b>		<b>(Continued)</b>	
22900-001-0001-000	GRIT BANKRUPTCY DISPURSEMENT	\$	32,404.42
<b>Total OTHER CURRENT LIABILITIES:</b>		\$	32,404.42
<b>Total Liabilities:</b>		\$	200,404.05
<b>Equity</b>			
<b>PREPAID EXPENSES</b>			
27300-000-0000-001	PREPAID EXPENSES	\$	326,895.99
27300-000-0000-002	LAND HELD FOR SALE	\$	1,000,000.00
<b>Total PREPAID EXPENSES:</b>		\$	1,326,895.99
<b>FUND BALANCE</b>			
28100-001-0000-000	FUND BALANCE - RESTRICTED	\$	697,321.00
28300-001-0000-000	FUND BALANCE ASSIGNED	\$	310,988.00
28400-001-0000-000	FUND BALANCE - UNASSIGNED	\$	3,560,468.98
28400-001-0000-002	FUND BALANCE CURRENT YEAR	\$	2,563,291.96
28400-001-0000-002	Retained Earnings-Current Year	\$	15,108,368.89
<b>Total FUND BALANCE:</b>		\$	22,240,438.83
<b>Total Equity:</b>		\$	23,567,334.82
<b>Total Liabilities &amp; Equity:</b>		\$	23,767,738.87

**GNFRD INCOME STATEMENT**  
**For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>Revenue</b>									
<b>TAXES</b>									
31100-001-0000-001	AD VALOREM	950,433.72	69.21	2,471,718.42	87.74	27,657,060.88	94.61	29,660,621.00	87.74
31100-001-0000-002	PRIOR YEAR TAXES	0.00	0.00	241.67	0.01	0.00	0.00	2,900.00	0.01
31100-001-0000-003	WARRANT DISTRIBUTIONS	2,057.07	0.15	200.00	0.01	8,915.34	0.03	2,400.00	0.01
31100-001-0000-004	COUNTY HELD DISTRIBUTIONS	-215.20	-0.02	12.50	0.00	-200.55	0.00	150.00	0.00
31100-001-0000-005	AD VALOREM INTEREST	0.00	0.00	125.00	0.00	14,511.37	0.05	1,500.00	0.00
31100-001-0000-007	EXCESS FEES	0.00	0.00	8,333.33	0.30	0.00	0.00	100,000.00	0.30
31100-001-2060-012	AD VALOREM - OCHOPEE	36,622.90	2.67	98,903.75	3.51	234,428.73	0.80	1,186,845.00	3.51
31100-001-2060-013	OCHOPEE MANAGEMENT FEE	0.00	0.00	47,091.67	1.67	565,100.00	1.93	565,100.00	1.67
<b>Total TAXES:</b>		988,898.49	72.01	2,626,626.34	93.24	28,479,815.77	97.42	31,519,516.00	93.24
<b>INSPECTION FEES NEW</b>									
32901-001-0000-010	INSPECTION FEES NEW CONSTR	105,949.80	7.72	43,333.33	1.54	219,517.57	0.75	520,000.00	1.54
32901-001-0000-011	TIMED INSP/RE-INSP FEES NEW C	825.00	0.06	625.00	0.02	4,650.00	0.02	7,500.00	0.02
32901-001-0000-012	RE-INSPECTION - NEW	8,300.00	0.60	3,750.00	0.13	40,300.00	0.14	45,000.00	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	1,575.00	0.11	416.67	0.01	5,575.00	0.02	5,000.00	0.01
32901-001-0000-016	HYDRANT THRUST BLOCK RE-INS	0.00	0.00	41.67	0.00	0.00	0.00	500.00	0.00
32901-001-0000-017	FIRE FLOWS	2,250.00	0.16	1,708.33	0.06	12,750.00	0.04	20,500.00	0.06
32901-001-0000-018	FIRE FLOW RE-INSPECTION	300.00	0.02	125.00	0.00	900.00	0.00	1,500.00	0.00
32901-001-2060-000	INSPECTION FEES NEW - OCHOPEE	0.00	0.00	291.67	0.01	0.00	0.00	3,500.00	0.01
<b>Total INSPECTION FEES NEW:</b>		119,199.80	8.68	50,375.00	1.79	283,692.57	0.97	604,500.00	1.79
<b>INSPECTION FEES EXISTING</b>									
32910-001-1000-110	INSP. FEES EXISTING - TIMED	150.00	0.01	62.50	0.00	525.00	0.00	750.00	0.00
32910-001-1000-111	OCCUPATIONAL INSPECTION	2,625.00	0.19	2,000.00	0.07	10,725.00	0.04	24,000.00	0.07
32910-001-1000-112	RE-INSPECTION FEES - EXISTING	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.00
32910-001-1000-113	INSPECTION FEES 0 - 3,000 SQ FT	400.00	0.03	291.67	0.01	1,375.00	0.00	3,500.00	0.01
32910-001-1000-114	INSPECTION FEES 3,001 - 30,000 S	0.00	0.00	250.00	0.01	900.00	0.00	3,000.00	0.01
32910-001-1000-115	INSPECTION FEES 30,001 - 100,000 S	900.00	0.07	295.83	0.01	1,500.00	0.01	3,550.00	0.01
32910-001-1000-116	INSPECTION FEES OVER 100,000 S	1,450.00	0.11	500.00	0.02	1,650.00	0.01	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	20.83	0.00	0.00	0.00	250.00	0.00
<b>Total INSPECTION FEES EXISTING:</b>		5,525.00	0.40	3,462.49	0.12	16,675.00	0.06	41,550.00	0.12
<b>FEDERAL GRANTS</b>									
33100-001-0000-201	FEDERAL GRANTS APPLIED FOR	0.00	0.00	6,032.17	0.21	5,000.00	0.02	72,386.00	0.21
33100-001-0000-210	FEDERAL GRANTS- FEMA	0.00	0.00	84,479.50	3.00	0.00	0.00	1,013,754.00	3.00
33100-001-2050-012	GRANT - SAFER	201,935.93	14.70	0.00	0.00	201,935.93	0.69	0.00	0.00

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**GNFRD INCOME STATEMENT**  
**For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

	Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>Total FEDERAL GRANTS:</b>	201,935.93	14.70	90,511.67	3.21	206,935.93	0.71	1,086,140.00	3.21
<b>FIREFIGHTERS SUPPLEMENT INCOME</b>								
33500-001-0000-210 FIREFIGHTER SUPPLEMENTAL INC	16,374.19	1.19	5,194.67	0.18	16,374.19	0.06	62,336.00	0.18
33500-001-0000-290 MARC UNIT - STATE OF FLORIDA	0.00	0.00	5,958.33	0.21	0.00	0.00	71,500.00	0.21
<b>Total FIREFIGHTERS SUPPLEMENT INCOME:</b>	16,374.19	1.19	11,153.00	0.40	16,374.19	0.06	133,836.00	0.40
<b>FIRE &amp; LIFE SAFETY CHARGES &amp; FEES</b>								
34200-001-0000-202 REIMBURSEMENT FOR OT	1,400.00	0.10	500.00	0.02	9,550.00	0.03	6,000.00	0.02
34200-001-0000-203 FALSE ALARMS	4,950.00	0.36	2,500.00	0.09	19,950.00	0.07	30,000.00	0.09
34200-001-0000-204 FIRE WATCH	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01
34200-001-0000-206 ISO LETTERS	25.00	0.00	25.00	0.00	200.00	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	380.00	0.03	41.67	0.00	1,640.00	0.01	500.00	0.00
34200-001-0000-209 DEFICIENCY REVIEWS	300.00	0.02	187.50	0.01	2,600.00	0.01	2,250.00	0.01
34200-001-0000-210 VARIANCE REQUESTS	300.00	0.02	250.00	0.01	1,000.00	0.00	3,000.00	0.01
34200-001-0000-211 FIRE WORK PERMITS	0.00	0.00	83.33	0.00	600.00	0.00	1,000.00	0.00
34200-001-0000-212 TRAINING DONE BY F & L SAFETY	20.00	0.00	25.00	0.00	110.00	0.00	300.00	0.00
34200-001-0000-904 SPECIAL EVENT INSPECTION FEE:	300.00	0.02	41.67	0.00	1,400.00	0.00	500.00	0.00
34200-001-0000-905 OTHER F & L MISC. INCOME	100.00	0.01	166.67	0.01	1,150.00	0.00	2,000.00	0.01
<b>Total FIRE &amp; LIFE SAFETY CHARGES &amp; FEES:</b>	7,775.00	0.57	4,054.17	0.14	38,200.00	0.13	48,650.00	0.14
<b>INTEREST EARNINGS</b>								
36100-001-0000-001 INTEREST EARNINGS	26,382.74	1.92	9,166.68	0.33	96,084.42	0.33	110,000.00	0.33
<b>Total INTEREST EARNINGS:</b>	26,382.74	1.92	9,166.68	0.33	96,084.42	0.33	110,000.00	0.33
<b>RENTALS &amp; LEASES</b>								
36200-001-0000-002 CELL TOWER LEASE CONTRACT	3,399.89	0.25	7,500.00	0.27	16,797.32	0.06	90,000.00	0.27
36200-001-0000-003 PUBLIC SAFETY - STATION 21	930.25	0.07	600.00	0.02	3,855.56	0.01	7,200.00	0.02
36200-001-0000-004 PUBLIC SAFETY - STATION 22	433.11	0.03	344.00	0.01	2,386.85	0.01	4,128.00	0.01
36200-001-0000-005 PUBLIC SAAFEITY - STATION 23	300.00	0.02	300.00	0.01	1,500.00	0.01	3,600.00	0.01
36200-001-0000-006 PUBLIC SAFETY - STATION 20	578.95	0.04	750.00	0.03	3,661.49	0.01	9,000.00	0.03
<b>Total RENTALS &amp; LEASES:</b>	5,642.20	0.41	9,494.00	0.34	28,201.22	0.10	113,928.00	0.34
<b>DISPOSITION OF FIXED ASSETS</b>								
36400-001-0000-001 DISPOSITION OF FIXED ASSETS	107.00	0.01	833.33	0.03	23,967.00	0.08	10,000.00	0.03
<b>Total DISPOSITION OF FIXED ASSETS:</b>	107.00	0.01	833.33	0.03	23,967.00	0.08	10,000.00	0.03
<b>CONTRIBUTIONS AND DONATIONS</b>								
36600-001-0000-001 CONTRIBUTIONS AND DONATIONS	50.00	0.00	20.83	0.00	170.00	0.00	250.00	0.00
<b>Total CONTRIBUTIONS AND DONATIONS:</b>	50.00	0.00	20.83	0.00	170.00	0.00	250.00	0.00
<b>OTHER MISCELLANEOUS INCOME</b>								

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**GNFRD INCOME STATEMENT**  
**For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

	Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>OTHER MISCELLANEOUS INCOME</b>	(Continued)							
36900-001-0000-901 BLS TRAINING	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.00
36900-001-0000-902 FIRE MARSHALL MOU REIMBURSE	0.00	0.00	3,750.00	0.13	13,193.64	0.05	45,000.00	0.13
36900-001-0000-904 SHOP REVENUE	1,192.96	0.09	7,083.33	0.25	4,295.02	0.01	85,000.00	0.25
36900-001-0000-906 OTHER MISC. INCOME	205.74	0.01	41.67	0.00	23,340.70	0.08	500.00	0.00
36900-001-4010-046 VEHICLE REPAIR INSURANCE REII	0.00	0.00	416.67	0.01	2,046.10	0.01	5,000.00	0.01
<b>Total OTHER MISCELLANEOUS INCOME:</b>	<b>1,398.70</b>	<b>0.10</b>	<b>11,312.50</b>	<b>0.40</b>	<b>42,875.46</b>	<b>0.15</b>	<b>135,750.00</b>	<b>0.40</b>
<b>Total Revenue:</b>	<b>1,373,289.05</b>	<b>100.00</b>	<b>2,817,010.01</b>	<b>100.00</b>	<b>29,232,991.56</b>	<b>100.00</b>	<b>33,804,120.00</b>	<b>100.00</b>
<b>Gross Profit:</b>	<b>1,373,289.05</b>	<b>100.00</b>	<b>2,817,010.01</b>	<b>100.00</b>	<b>29,232,991.56</b>	<b>100.00</b>	<b>33,804,120.00</b>	<b>100.00</b>
<b>Expenses</b>								
<b>LEGISLATIVE SALARIES</b>								
51100-001-0000-011 LEGISLATIVE SALARIES (COMMIS)	2,500.00	0.18	2,708.33	0.10	11,071.50	0.04	32,500.00	0.10
<b>Total LEGISLATIVE SALARIES:</b>	<b>2,500.00</b>	<b>0.18</b>	<b>2,708.33</b>	<b>0.10</b>	<b>11,071.50</b>	<b>0.04</b>	<b>32,500.00</b>	<b>0.10</b>
<b>EXECUTIVE SALARIES &amp; WAGES</b>								
51200-001-0000-011 EXECUTIVE SALARIES	82,111.67	5.98	140,617.42	4.99	652,520.22	2.23	1,687,409.00	4.99
51200-001-0000-012 EXECUTIVE 175 PENSION CONTRA	398.72	0.03	395.83	0.01	2,079.05	0.01	4,750.00	0.01
<b>Total EXECUTIVE SALARIES &amp; WAGES:</b>	<b>82,510.39</b>	<b>6.01</b>	<b>141,013.25</b>	<b>5.01</b>	<b>654,599.27</b>	<b>2.24</b>	<b>1,692,159.00</b>	<b>5.01</b>
<b>ADMINISTRATIVE SALARIES</b>								
51300-001-1000-012 SALARIES - NON BARGAINING (AD	86,751.47	6.32	107,887.67	3.83	445,806.14	1.53	1,294,652.00	3.83
51300-001-1000-014 OVERTIME (NON-BARGAINING)	835.12	0.06	6,250.00	0.22	27,284.44	0.09	75,000.00	0.22
<b>Total ADMINISTRATIVE SALARIES:</b>	<b>87,586.59</b>	<b>6.38</b>	<b>114,137.67</b>	<b>4.05</b>	<b>473,090.58</b>	<b>1.62</b>	<b>1,369,652.00</b>	<b>4.05</b>
<b>BARGAINING UNIT SHIFT SALARIES &amp; WAGES</b>								
51310-001-2000-012 BARGAINING UNIT SALARIES - SHI	884,258.41	64.39	906,711.08	32.19	4,385,841.23	15.00	10,880,533.00	32.19
51310-001-2000-013 FIREFIGHTERS - PART TIME	1,008.00	0.07	10,416.67	0.37	20,880.12	0.07	125,000.00	0.37
51310-001-2000-014 OVERTIME - SHIFT	146,279.72	10.65	150,229.17	5.33	756,946.74	2.59	1,802,750.00	5.33
51310-001-2050-012 SAFER GRANT SALARIES -FF	55,543.32	4.04	104,306.00	3.70	293,108.41	1.00	1,251,672.00	3.70
51310-001-2050-014 SAFER GRANT OVERTIME - FF	2,691.39	0.20	4,167.00	0.15	22,261.67	0.08	50,000.00	0.15
<b>Total BARGAINING UNIT SHIFT SALARIES &amp; WAGE</b>	<b>1,089,780.84</b>	<b>79.36</b>	<b>1,175,829.92</b>	<b>41.74</b>	<b>5,479,038.17</b>	<b>18.74</b>	<b>14,109,955.00</b>	<b>41.74</b>
<b>BARGAINING UNIT - NON SHIFT</b>								
51320-001-3000-012 SALARIES - FIRE & LIFE SAFETY	60,390.40	4.40	61,296.67	2.18	314,404.71	1.08	735,560.00	2.18
51320-001-3000-014 OVERTIME FIRE & LIFE SAFETY	6,764.26	0.49	10,416.67	0.37	19,206.00	0.07	125,000.00	0.37
<b>Total BARGAINING UNIT - NON SHIFT:</b>	<b>67,154.66</b>	<b>4.89</b>	<b>71,713.34</b>	<b>2.55</b>	<b>333,610.71</b>	<b>1.14</b>	<b>860,560.00</b>	<b>2.55</b>
<b>EARNINGS OTHER</b>								
51330-001-9000-011 DISPLACEMENT PAY	0.00	0.00	12.50	0.00	0.00	0.00	150.00	0.00
51330-001-9000-012 BONUS	2,347.00	0.17	0.00	0.00	5,914.46	0.02	0.00	0.00
51330-001-9000-013 HOLIDAY	0.00	0.00	18,750.00	0.67	6,750.00	0.02	225,000.00	0.67

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<b>EARNINGS OTHER</b>		(Continued)							
51330-001-9000-014	VACATION	0.00	0.00	10,000.00	0.35	3,339.82	0.01	120,000.00	0.35
51330-001-9000-015	SICK TIME	0.00	0.00	21,666.67	0.77	3,502.42	0.01	260,000.00	0.77
51330-001-9000-016	457 CONTRACTUAL	384.62	0.03	408.33	0.01	2,005.52	0.01	4,900.00	0.01
51330-001-9010-011	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	5,718.39	0.02	0.00	0.00
51330-001-9010-012	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	-5,718.39	-0.02	0.00	0.00
51330-001-9011-012	CLOTHING ALLOWANCE	0.00	0.00	116.67	0.00	1,300.00	0.00	1,400.00	0.00
51330-001-9012-011	DISABILITY BENEFITS	6,328.58	0.46	0.00	0.00	40,431.59	0.14	0.00	0.00
51330-001-9012-012	NET DISABILITY BENEFITS	-6,328.58	-0.46	0.00	0.00	-40,431.60	-0.14	0.00	0.00
<b>Total EARNINGS OTHER:</b>		2,731.62	0.20	50,954.17	1.81	22,812.21	0.08	611,450.00	1.81
<b>DEBT SERVICE</b>									
51700-001-0000-071	DEBT SERVICE - PRINCIPAL PAYM	349.88	0.03	50,601.17	1.80	311,695.74	1.07	607,214.00	1.80
51700-001-0000-072	DEBT SERVICE - INTEREST PAYME	0.00	0.00	6,333.33	0.22	65,859.88	0.23	76,000.00	0.22
<b>Total DEBT SERVICE:</b>		349.88	0.03	56,934.50	2.02	377,555.62	1.29	683,214.00	2.02
<b>FICA TAXES</b>									
52201-001-0000-011	ER SS TAXES	80,819.37	5.89	109,437.50	3.88	419,115.25	1.43	1,313,250.00	3.88
52201-001-0000-012	ER MEDICARE TAXES	18,901.24	1.38	0.00	0.00	99,374.10	0.34	0.00	0.00
<b>Total FICA TAXES:</b>		99,720.61	7.26	109,437.50	3.88	518,489.35	1.77	1,313,250.00	3.88
<b>RETIREMENT CONTRIBUTIONS</b>									
52202-001-0010-022	FRS CONTRIBUTIONS	231,456.98	16.85	211,350.83	7.50	1,283,418.81	4.39	2,536,210.00	7.50
52202-001-0011-022	175 RETIREMENT PLAN CONTRIBL	37,222.91	2.71	45,769.33	1.62	201,088.10	0.69	549,232.00	1.62
52202-001-0012-022	NATIONWIDE RETIREMENT PLAN	3,185.03	0.23	4,166.67	0.15	17,219.99	0.06	50,000.00	0.15
52202-001-0013-022	DISTRICT DEF COMP MATCH - NW	1,050.00	0.08	1,560.00	0.06	7,775.00	0.03	18,720.00	0.06
52202-001-0014-022	DISTRICT DEF COMP FL MATCH	350.00	0.03	390.00	0.01	2,675.00	0.01	4,680.00	0.01
<b>Total RETIREMENT CONTRIBUTIONS:</b>		273,264.92	19.90	263,236.83	9.34	1,512,176.90	5.17	3,158,842.00	9.34
<b>LIFE AND HEALTH INSURANCE</b>									
52205-001-0010-023	INS BENEFITS FIXED - DENTAL	1,258.35	0.09	1,274.08	0.05	5,852.59	0.02	15,289.00	0.05
52205-001-0011-023	INSURANCE BENEFITS FIXED - LIF	5,093.17	0.37	3,916.67	0.14	25,378.80	0.09	47,000.00	0.14
52205-001-0012-023	INS BENEFITS FIXED - MEDICAL	259,797.60	18.92	254,997.75	9.05	1,346,333.76	4.61	3,059,973.00	9.05
52205-001-0013-023	INS BENEFITS FIXED - STD/LTD	13,237.89	0.96	8,592.67	0.31	66,503.14	0.23	103,112.00	0.31
52205-001-0014-023	INS BENEFITS FIXED - VISION	2,422.65	0.18	2,814.00	0.10	11,830.24	0.04	33,768.00	0.10
52205-001-0015-023	INS BENEFITS - DENTAL CLAIMS	17,234.56	1.25	12,333.33	0.44	71,425.76	0.24	148,000.00	0.44
52205-001-0016-023	INS BENEFITS - MEDICAL HRA	53,942.85	3.93	55,532.58	1.97	311,794.16	1.07	666,391.00	1.97
<b>Total LIFE AND HEALTH INSURANCE:</b>		352,987.07	25.70	339,461.08	12.05	1,839,118.45	6.29	4,073,533.00	12.05
<b>WORKERS COMPENSATION</b>									
52210-001-0010-024	WORKERS COMPENSATION PREM	37,050.67	2.70	43,074.92	1.53	296,565.35	1.01	516,899.00	1.53
52210-001-0011-024	EE WORKERS COMP CHECKS	-1,942.00	-0.14	0.00	0.00	-11,079.49	-0.04	0.00	0.00

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<b>WORKERS COMPENSATION</b>	(Continued)							
52210-001-0012-024 EXPENSES FOR GRIT CLAIMANTS	218.99	0.02	208.33	0.01	437.98	0.00	2,500.00	0.01
<b>Total WORKERS COMPENSATION:</b>	35,327.66	2.57	43,283.25	1.54	285,923.84	0.98	519,399.00	1.54
<b>UNEMPLOYMENT COMPENSATION</b>								
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	0.55	310,000.00	1.06	185,000.00	0.55
52215-001-0010-026 SB 426 CANCER COVERAGE	0.00	0.00	3,500.00	0.12	31,302.39	0.11	42,000.00	0.12
<b>Total UNEMPLOYMENT COMPENSATION:</b>	0.00	0.00	19,916.67	0.71	341,302.39	1.17	239,000.00	0.71
<b>PROFESSIONAL SERVICES</b>								
52220-001-0000-031 PROFESSIONAL SERVICES	17,720.50	1.29	21,291.67	0.76	192,884.21	0.66	255,500.00	0.76
52220-001-0011-031 CONTRACTUAL SERV - ADV COLLI	19,045.52	1.39	45,000.00	1.60	556,622.65	1.90	540,000.00	1.60
52220-001-0012-031 CONTRACTUAL SERV - IMPACT FE	1,158.99	0.08	1,166.67	0.04	6,520.12	0.02	14,000.00	0.04
52220-001-0013-031 CONTRACTUAL SERV - PROPERTY	0.00	0.00	18,603.00	0.66	108,004.76	0.37	223,236.00	0.66
52220-001-1000-031 CONTRACTUAL SERV - GENERAL	24,489.83	1.78	11,488.67	0.41	120,907.58	0.41	137,864.00	0.41
52220-001-2060-031 CONTRACTUAL SERV - OCHOPEE	341.50	0.02	1,633.75	0.06	2,736.25	0.01	19,605.00	0.06
52220-001-3000-031 CONTRACTUAL SERV FIRE & LIFE	2,180.37	0.16	3,316.67	0.12	6,925.96	0.02	39,800.00	0.12
52220-001-4000-031 CONTRACTUAL SERVICES FLEET	274.00	0.02	2,116.67	0.08	274.00	0.00	25,400.00	0.08
52220-001-8000-031 CONTRACTUAL SERV - LOGISTICS	13,255.80	0.97	16,132.33	0.57	28,145.28	0.10	193,588.00	0.57
<b>Total PROFESSIONAL SERVICES:</b>	78,466.51	5.71	120,749.43	4.29	1,023,020.81	3.50	1,448,993.00	4.29
<b>ACCOUNTING &amp; AUDITING</b>								
52225-001-0000-032 ACCOUNTING & AUDITING	0.00	0.00	3,875.00	0.14	20,380.00	0.07	46,500.00	0.14
<b>Total ACCOUNTING &amp; AUDITING:</b>	0.00	0.00	3,875.00	0.14	20,380.00	0.07	46,500.00	0.14
<b>CURRENT CHARGES</b>								
52230-001-0000-037 CURRENT CHARGES	-4,647.31	-0.34	3,541.67	0.13	40,160.61	0.14	42,500.00	0.13
<b>Total CURRENT CHARGES:</b>	-4,647.31	-0.34	3,541.67	0.13	40,160.61	0.14	42,500.00	0.13
<b>TRAVEL &amp; PER DIEM</b>								
52235-001-0010-040 EMPLOYEE TOLLS REIMBURSEME	0.00	0.00	12.50	0.00	0.00	0.00	150.00	0.00
<b>Total TRAVEL &amp; PER DIEM:</b>	0.00	0.00	12.50	0.00	0.00	0.00	150.00	0.00
<b>COMMUNICATIONS &amp; FREIGHT</b>								
52240-001-0000-041 COMMUNICATIONS- CELL PHONE	1,127.04	0.08	1,583.33	0.06	7,956.59	0.03	19,000.00	0.06
52240-001-0000-042 FREIGHT & POSTAGE SERVICES	345.75	0.03	333.67	0.01	1,358.49	0.00	4,004.00	0.01
52240-001-0015-041 COMMUNICATIONS-GENERAL	8,417.77	0.61	10,218.83	0.36	50,247.29	0.17	122,626.00	0.36
52240-001-2060-041 COMMUNICATIONS - OCHOPEE	2,244.62	0.16	2,000.00	0.07	12,183.13	0.04	24,000.00	0.07
<b>Total COMMUNICATIONS &amp; FREIGHT:</b>	12,135.18	0.88	14,135.83	0.50	71,745.50	0.25	169,630.00	0.50
<b>UTILITY SERVICES</b>								
52245-001-0000-043 UTILITIES	11,301.20	0.82	16,016.83	0.57	82,397.45	0.28	192,202.00	0.57

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<b>UTILITY SERVICES</b>		(Continued)							
52245-001-2060-043	UTILITY SERVICES - OCHOPEE	753.67	0.05	1,062.50	0.04	4,331.69	0.01	12,750.00	0.04
<b>Total UTILITY SERVICES:</b>		12,054.87	0.88	17,079.33	0.61	86,729.14	0.30	204,952.00	0.61
<b>RENTALS &amp; LEASES</b>									
52250-001-0000-044	RENTALS & LEASES	76.29	0.01	666.67	0.02	1,247.65	0.00	8,000.00	0.02
52250-001-0015-044	RENTALS & LEASES - E-FLEET	14,022.50	1.02	14,764.08	0.52	69,392.30	0.24	177,169.00	0.52
52250-001-8000-044	RENTALS & LEASES - FACILITIES/L	0.00	0.00	3,000.00	0.11	18,000.00	0.06	36,000.00	0.11
<b>Total RENTALS &amp; LEASES:</b>		14,098.79	1.03	18,430.75	0.65	88,639.95	0.30	221,169.00	0.65
<b>INSURANCE GENERAL</b>									
52255-001-0000-045	GENERAL INSURANCE	0.00	0.00	32,711.42	1.16	444,627.71	1.52	392,537.00	1.16
<b>Total INSURANCE GENERAL:</b>		0.00	0.00	32,711.42	1.16	444,627.71	1.52	392,537.00	1.16
<b>REPAIR &amp; MAINT</b>									
52260-001-0500-046	REPAIRS- HURRICANE IRMA	0.00	0.00	0.00	0.00	105,658.35	0.36	0.00	0.00
52260-001-0700-046	REPAIR - RADIOS	1,169.55	0.09	666.67	0.02	5,429.73	0.02	8,000.00	0.02
52260-001-1000-046	REPAIR & MAINTENANCE - ADMIN	184.00	0.01	2,083.33	0.07	1,864.52	0.01	25,000.00	0.07
52260-001-2000-046	REPAIR & MAINT - OPERATIONS	1,746.87	0.13	2,062.50	0.07	3,396.00	0.01	24,750.00	0.07
52260-001-2060-046	REPAIR & MAINT OCHOPEE	343.00	0.02	1,166.67	0.04	2,673.16	0.01	14,000.00	0.04
52260-001-3000-046	REPAIR & MAINT. FIRE & LIFE SAFI	343.00	0.02	1,166.67	0.04	7,187.55	0.02	14,000.00	0.04
52260-001-4010-046	VEHICLE REPAIR - GNFRD VEHICL	26,323.44	1.92	33,645.83	1.19	93,526.86	0.32	403,750.00	1.19
52260-001-4011-046	VEHICLE REPAIR - NON GNFRD	4,542.59	0.33	3,750.00	0.13	5,224.17	0.02	45,000.00	0.13
52260-001-4020-046	REPAIR & MAINTENANCE- MARC L	0.00	0.00	5,958.33	0.21	430.99	0.00	71,500.00	0.21
52260-001-4060-046	VEHICLE REPAIR - OCHOPEE	0.00	0.00	2,666.67	0.09	6,644.18	0.02	32,000.00	0.09
52260-001-4112-046	REPAIR & MAINT - MARINE VESSEI	293.90	0.02	2,000.00	0.07	2,275.64	0.01	24,000.00	0.07
52260-001-4160-046	REPAIRS & MAINTENANCE MARINI	0.00	0.00	0.00	0.00	1,025.64	0.00	0.00	0.00
52260-001-4190-046	REPAIR & MAINT MARINE VESSEL	1,562.47	0.11	0.00	0.00	5,251.59	0.02	0.00	0.00
52260-001-5000-046	REPAIR & MAINTENANCE - TRAINII	0.00	0.00	83.33	0.00	236.77	0.00	1,000.00	0.00
52260-001-6000-046	REPAIR & MAINT - SPECIAL OPER/	0.00	0.00	1,666.67	0.06	1,593.00	0.01	20,000.00	0.06
52260-001-6012-046	REPAIR & MAINTENANCE - SCBA	0.00	0.00	1,208.33	0.04	1,032.35	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	2,140.00	0.16	12,304.17	0.44	31,144.83	0.11	147,650.00	0.44
<b>Total REPAIR &amp; MAINT:</b>		38,648.82	2.81	70,637.50	2.51	274,595.33	0.94	847,650.00	2.51
<b>PRINTING</b>									
52265-001-0000-047	PRINTING & BINDING	0.00	0.00	83.33	0.00	203.57	0.00	1,000.00	0.00
<b>Total PRINTING:</b>		0.00	0.00	83.33	0.00	203.57	0.00	1,000.00	0.00
<b>OFFICE SUPPLIES</b>									
52270-001-0000-051	OFFICE SUPPLIES	182.18	0.01	1,093.75	0.04	4,879.80	0.02	13,125.00	0.04
<b>Total OFFICE SUPPLIES:</b>		182.18	0.01	1,093.75	0.04	4,879.80	0.02	13,125.00	0.04

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<b>FUELS &amp; LUBRICANTS</b>									
52275-001-0010-052	FUELS & LUBRICANTS	112.46	0.01	2,625.00	0.09	4,041.46	0.01	31,500.00	0.09
52275-001-0011-052	FUELS & LUBRICANTS - UNLEADEI	5,671.68	0.41	5,735.50	0.20	26,433.66	0.09	68,826.00	0.20
52275-001-0012-052	FUELS & LUBRICANTS - DIESEL	11,541.34	0.84	12,916.67	0.46	50,194.54	0.17	155,000.00	0.46
52275-001-0090-052	MARINE NON-ETHANOL UNLEADE	1,567.22	0.11	1,625.00	0.06	7,779.53	0.03	19,500.00	0.06
52275-001-2060-052	FUEL - OCHOPEE	0.00	0.00	981.25	0.03	46.00	0.00	11,775.00	0.03
<b>Total FUELS &amp; LUBRICANTS:</b>		18,892.70	1.38	23,883.42	0.85	88,495.19	0.30	286,601.00	0.85
<b>OPERATING SUPPLIES</b>									
52285-001-1000-052	OPERATING SUPPLIES - ADMIN	1,180.87	0.09	275.00	0.01	1,581.09	0.01	3,300.00	0.01
52285-001-2000-052	OPERATING SUPPLIES - OPERATI	381.85	0.03	3,916.67	0.14	18,778.93	0.06	47,000.00	0.14
52285-001-2060-052	OPERATING SUPPLIES - OCHOPEE	0.00	0.00	291.67	0.01	1,346.06	0.00	3,500.00	0.01
52285-001-3000-052	OPERATING SUPPLY - FIRE & LIFE	0.00	0.00	1,666.67	0.06	389.25	0.00	20,000.00	0.06
52285-001-4000-052	OPERATING SUPPLIES - FLEET	568.52	0.04	666.67	0.02	3,794.84	0.01	8,000.00	0.02
52285-001-5000-052	OPERATING SUPPLIES - TRAINING	32.37	0.00	291.67	0.01	484.47	0.00	3,500.00	0.01
52285-001-6010-052	OPERATING SUPPLIES - DIVE	0.00	0.00	66.67	0.00	30.29	0.00	800.00	0.00
52285-001-6011-052	OPERATING SUPPLIES - HAZ MAT	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.00
52285-001-6012-052	OPERATING SUPPLIES - SCBA	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.00
52285-001-6013-052	OPERATING SUPPLIES - USAR	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.00
52285-001-6014-052	OPERATING SUPPLIES - MERT	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.00
52285-001-7000-052	OPERATING SUPPLIES - MEDICAL	0.00	0.00	3,750.00	0.13	5,998.49	0.02	45,000.00	0.13
52285-001-8000-052	OPERATING SUPPLIES - FACILITIE	1,670.82	0.12	291.67	0.01	2,651.46	0.01	3,500.00	0.01
<b>Total OPERATING SUPPLIES:</b>		3,834.43	0.28	11,483.37	0.41	35,054.88	0.12	137,800.00	0.41
<b>SMALL EQUIPMENT</b>									
52910-001-1000-049	SMALL EQUIPMENT - ADMIN	491.68	0.04	1,250.00	0.04	1,116.66	0.00	15,000.00	0.04
52910-001-2000-049	SMALL EQUIPMENT - OPERATIONS	1,824.69	0.13	6,966.25	0.25	7,570.51	0.03	83,595.00	0.25
52910-001-2060-049	SMALL EQUIPMENT - OCHOPEE	0.00	0.00	833.00	0.03	0.00	0.00	10,000.00	0.03
52910-001-3000-049	SMALL EQUIP - FIRE & LIFE SAFET	209.84	0.02	1,069.00	0.04	493.37	0.00	12,832.00	0.04
52910-001-4000-049	SMALL EQUIPMENT - FLEET	144.55	0.01	416.67	0.01	289.06	0.00	5,000.00	0.01
52910-001-5000-049	SMALL EQUIP - TRAINING	0.00	0.00	537.50	0.02	1,420.89	0.00	6,450.00	0.02
52910-001-6010-049	SMALL EQUIP - DIVE	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.01
52910-001-6011-049	SMALL EQUIP - HAZ MAT	0.00	0.00	666.67	0.02	0.00	0.00	8,000.00	0.02
52910-001-6012-049	SMALL EQUIPMENT - SCBA	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.00
52910-001-6013-049	SMALL EQUIPMENT - USAR	0.00	0.00	208.33	0.01	1,848.00	0.01	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	291.67	0.01	0.00	0.00	3,500.00	0.01
52910-001-8000-049	SMALL EQUIP-LOGISTICS	119.00	0.01	291.67	0.01	119.00	0.00	3,500.00	0.01
<b>Total SMALL EQUIPMENT:</b>		2,789.76	0.20	13,030.75	0.46	12,857.49	0.04	156,377.00	0.46

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**GNFRD INCOME STATEMENT**  
**For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (GNF)**

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>UNIFORMS</b>									
52920-001-1000-052	UNIFORMS - ADMIN	12.00	0.00	833.33	0.03	5,718.48	0.02	10,000.00	0.03
52920-001-2000-052	UNIFORMS-OPERATIONS	478.30	0.03	7,083.33	0.25	6,356.36	0.02	85,000.00	0.25
52920-001-2011-052	UNIFORMS - BUNKER GEAR	0.00	0.00	9,108.00	0.32	2,056.94	0.01	109,296.00	0.32
52920-001-3000-052	UNIFORMS - FIRE & LIFE SAFETY	141.10	0.01	416.67	0.01	141.10	0.00	5,000.00	0.01
<b>Total UNIFORMS:</b>		631.40	0.05	17,441.33	0.62	14,272.88	0.05	209,296.00	0.62
<b>BOOKS, DUES</b>									
52930-001-1000-055	BOOKS, DUES - ADMIN	2,052.00	0.15	3,423.33	0.12	5,250.96	0.02	41,080.00	0.12
52930-001-2000-055	BOOKS, DUES - OPERATIONS	6,656.41	0.48	10,833.33	0.38	34,174.70	0.12	130,000.00	0.38
52930-001-3000-055	BOOKS, DUES - FIRE & LIFE SAFETY	1,979.24	0.14	1,687.50	0.06	4,888.87	0.02	20,250.00	0.06
52930-001-4000-055	BOOKS, DUES - FLEET	0.00	0.00	1,281.67	0.05	2,374.00	0.01	15,380.00	0.05
52930-001-5000-055	BOOKS, DUES - TRAINING	4,041.28	0.29	1,666.67	0.06	8,317.74	0.03	20,000.00	0.06
52930-001-5010-055	BOOKS, DUES - TRAINING CPR	0.00	0.00	83.33	0.00	0.00	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
52930-001-6012-055	BOOKS, DUES - SCBA	0.00	0.00	166.67	0.01	0.00	0.00	2,000.00	0.01
<b>Total BOOKS, DUES:</b>		14,728.93	1.07	19,242.50	0.68	55,006.27	0.19	230,910.00	0.68
<b>CAPITAL OUTLAY</b>									
52940-001-0000-062	CAPITAL OUTLAY - BUILDING & IMI	0.00	0.00	16,792.92	0.60	10,060.00	0.03	201,515.00	0.60
52940-001-0000-064	CAPITAL OUTLAY - EQUIP & FURNI	0.00	0.00	16,516.67	0.59	5,104.55	0.02	198,200.00	0.59
52940-001-0000-068	CAPITAL OUTLAY - INTANGIBLE AS	0.00	0.00	12,750.00	0.45	0.00	0.00	153,000.00	0.45
52940-001-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	833.33	0.03	0.00	0.00	10,000.00	0.03
<b>Total CAPITAL OUTLAY:</b>		0.00	0.00	46,892.92	1.66	15,164.55	0.05	562,715.00	1.66
<b>Total Expenses:</b>		2,285,730.50	166.44	2,802,951.31	99.50	14,124,622.67	48.32	33,635,419.00	99.50
<b>Net Income from Operations:</b>		-912,441.45	-66.44	14,058.70	0.50	15,108,368.89	51.68	168,701.00	0.50
<b>Earnings before Income Tax:</b>		-912,441.45	-66.44	14,058.70	0.50	15,108,368.89	51.68	168,701.00	0.50
<b>Net Income (Loss):</b>		-912,441.45	-66.44	14,058.70	0.50	15,108,368.89	51.68	168,701.00	0.50

**Balance Sheet**  
**As of 2/29/2020**

**Greater Naples Fire Rescue District (IMP)**

<b>Assets</b>			
10100-301-0000-001	IMPACT FEES (IBERAIBANK)	\$	6,367,911.83
	<b>Total Assets:</b>		<u>\$ 6,367,911.83</u>
<b>Equity</b>			
28100-301-0000-001	FUND BALANCE - IMPACT FEES PRIOR YEAR RESTRICTED	\$	5,135,764.09
28100-301-0000-002	Retained Earnings-Current Year	\$	248,061.62
28100-301-0000-002	FUND BALANCE IMPACT FEES CURRENT YEAR	\$	<u>984,086.12</u>
	<b>Total Equity:</b>		<u>\$ 6,367,911.83</u>
	<b>Total Liabilities &amp; Equity:</b>		<u><u>\$ 6,367,911.83</u></u>

**Impact Fees Income Statement**  
**For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (IMP)**

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>Revenue</b>									
<b>IMPACT FEES</b>									
32400-301-0000-110	IMPACT FEES	115,899.30	93.86	108,333.33	97.74	369,885.11	91.08	1,300,000.00	97.74
<b>Total IMPACT FEES:</b>		115,899.30	93.86	108,333.33	97.74	369,885.11	91.08	1,300,000.00	97.74
<b>GRANTS</b>									
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
<b>Total GRANTS:</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>INTEREST EARNINGS</b>									
36100-301-0000-100	INTEREST	7,581.19	6.14	2,500.00	2.26	36,230.58	8.92	30,000.00	2.26
<b>Total INTEREST EARNINGS:</b>		7,581.19	6.14	2,500.00	2.26	36,230.58	8.92	30,000.00	2.26
<b>OTHER MISCELLANEOUS INCOME</b>									
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
<b>Total OTHER MISCELLANEOUS INCOME:</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue:</b>		123,480.49	100.00	110,833.33	100.00	406,115.69	100.00	1,330,000.00	100.00
<b>Gross Profit:</b>		123,480.49	100.00	110,833.33	100.00	406,115.69	100.00	1,330,000.00	100.00
<b>Expenses</b>									
<b>IMPACT FEE EXPENSE</b>									
51700-301-0000-071	DEBT SERVICES	1,049.63	0.85	33,564.64	30.28	130,965.67	32.25	402,775.69	30.28
51700-301-0000-072	DEBT SERVICES -INTEREST	0.00	0.00	8,556.61	7.72	27,088.40	6.67	102,679.31	7.72
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 GI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total IMPACT FEE EXPENSE:</b>		1,049.63	0.85	42,121.25	38.00	158,054.07	38.92	505,455.00	38.00
<b>SMALL EQUIPMENT</b>									
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	0.00	0.00	0.00	0.00
<b>Total SMALL EQUIPMENT:</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>UNIFORMS</b>									
52920-301-2000-052	UNIFORMS - SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52920-301-2011-052	UNIFORMS - BUNKER GEAR - SAFI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total UNIFORMS:</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**Impact Fees Income Statement  
For The 5 Periods Ended 2/29/2020**

**Greater Naples Fire Rescue District (IMP)**

		Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>CAPITAL OUTLAY</b>									
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	41,666.67	37.59	0.00	0.00	500,000.00	37.59
52940-301-0000-063	CAPITAL OUTLAY - INFRASTRUCTU	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	8,750.00	7.89	0.00	0.00	105,000.00	7.89
52940-301-0000-065	CAPITAL OUTLAY - CONST. IN PRC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	5,416.67	4.89	0.00	0.00	65,000.00	4.89
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	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-070	CAPITAL OUTLAY - FIRE & RESCUI	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
<b>Total CAPITAL OUTLAY:</b>		0.00	0.00	55,833.34	50.38	0.00	0.00	670,000.00	50.38
<b>Total Expenses:</b>		1,049.63	0.85	97,954.59	88.38	158,054.07	38.92	1,175,455.00	88.38
<b>Net Income From Operations:</b>		122,430.86	99.15	12,878.74	11.62	248,061.62	61.08	154,545.00	11.62
<b>Earnings Before Income Tax:</b>		122,430.86	99.15	12,878.74	11.62	248,061.62	61.08	154,545.00	11.62
<b>Net Income (Loss):</b>		122,430.86	99.15	12,878.74	11.62	248,061.62	61.08	154,545.00	11.62

**Balance Sheet**  
**As of 2/29/2020**

**GNFRD Hydrant Fund (HYD)**

<b>Assets</b>			
10100-101-0000-001	HYDRANT OPERATING ACCOUNT	\$	505,146.10
	<b>Total Assets:</b>		<u>\$ 505,146.10</u>
<b>Equity</b>			
28200-101-0000-001	FUND BALANCE - HYDRANT ASSIGNED (PRIOR YTD)	\$	453,687.13
28200-101-0000-003	Retained Earnings-Current Year	\$	3,140.27
28200-101-0000-003	FUND BALANCE-CURRENT YEAR	\$	<u>48,318.70</u>
	<b>Total Equity:</b>		<u>\$ 505,146.10</u>
	<b>Total Liabilities &amp; Equity:</b>		<u>\$ 505,146.10</u>

**HYDRANT FUND INCOME STATEMENT**  
**For The 5 Periods Ended 2/29/2020**

**GNFRD Hydrant Fund (HYD)**

	Period to Date	%	ORIGINAL PTD Budget	%	Year to Date	%	ORIGINAL Annual Budget	%
<b>Revenue</b>								
<b>HYDRANT MAINTENANCE INCOME</b>								
32400-101-0000-900 HYDRANT MAINTENANCE	0.00	0.00	1,666.67	93.02	0.00	0.00	20,000.00	93.02
<b>Total HYDRANT MAINTENANCE INCOME:</b>	0.00	0.00	1,666.67	93.02	0.00	0.00	20,000.00	93.02
<b>INTEREST EARNINGS</b>								
36100-101-0000-100 INTEREST EARNINGS	599.67	100.00	125.00	6.98	3,140.27	100.00	1,500.00	6.98
<b>Total INTEREST EARNINGS:</b>	599.67	100.00	125.00	6.98	3,140.27	100.00	1,500.00	6.98
<b>Total Revenue:</b>	599.67	100.00	1,791.67	100.00	3,140.27	100.00	21,500.00	100.00
<b>Gross Profit:</b>	599.67	100.00	1,791.67	100.00	3,140.27	100.00	21,500.00	100.00
<b>Expenses</b>								
52200-101-0000-046 REPAIR AND MAINTENANCE	0.00	0.00	3,858.33	215.35	0.00	0.00	46,300.00	215.35
<b>Total Expenses:</b>	0.00	0.00	3,858.33	215.35	0.00	0.00	46,300.00	215.35
<b>Net Income From Operations:</b>	599.67	100.00	-2,066.66	-115.35	3,140.27	100.00	-24,800.00	-115.35
<b>Earnings Before Income Tax:</b>	599.67	100.00	-2,066.66	-115.35	3,140.27	100.00	-24,800.00	-115.35
<b>Net Income (Loss):</b>	599.67	100.00	-2,066.66	-115.35	3,140.27	100.00	-24,800.00	-115.35

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# Budget Comparison FY 2019-2020

Budget summary as of February 2020

Revenue				
	Budgeted	Received to date	% Collected	Over/(Under)
Taxes	\$31,519,516.00	\$28,479,815.77	90.36%	-\$3,039,700.23
Inspection Fees New	\$604,500.00	\$236,253.49	39.08%	-\$368,246.51
Inspection Fee Existing	\$41,550.00	\$16,275.00	39.17%	-\$25,275.00
Federal Grants applied for	\$72,386.00	\$5,000.00	6.91%	-\$67,386.00
Federal Grants - FEMA	\$1,013,754.00	\$0.00	0.00%	-\$1,013,754.00
Federal Grants - SAFER	\$0.00	\$201,935.93	0.00%	\$201,935.93
FF Supplemental	\$62,336.00	\$16,374.19	26.27%	-\$45,961.81
MARC Unit - State of Florida	\$71,500.00	\$0.00	0.00%	-\$71,500.00
FLS Charges & Fees	\$48,650.00	\$38,100.00	78.31%	-\$10,550.00
Interest	\$110,000.00	\$69,701.68	63.37%	-\$40,298.32
Rentals and Leases	\$113,928.00	\$28,201.22	24.75%	-\$85,726.78
Disposition of Fixed Assets	\$10,000.00	\$23,967.00	239.67%	\$13,967.00
Contributions and Donations	\$250.00	\$170.00	68.00%	-\$80.00
Other Misc. Income	\$135,750.00	\$42,669.72	31.43%	-\$93,080.28
	\$33,804,120.00	\$29,158,464.00	86.26%	-\$4,645,656.00
<b>Total Revenue</b>		<b>\$29,158,464.00</b>		

Expenses				
	Budgeted	Spent to date	% Spent	Over/(Under)
Legislative Salaries	\$32,500.00	\$11,071.50	34.07%	-\$21,428.50
Executive Salaries	\$1,692,159.00	\$654,599.27	38.68%	-\$1,037,559.73
Administrative Wages	\$1,369,652.00	\$473,090.58	34.54%	-\$896,561.42
Bargaining Unit Shift Wages	\$10,880,533.00	\$4,385,841.23	40.31%	-\$6,494,691.77
Firefighters Part time	\$125,000.00	\$20,880.12	16.70%	-\$104,119.88
Bargaining Unit Overtime	\$1,802,750.00	\$756,946.74	41.99%	-\$1,045,803.26
Safer Grant Salaries - Firefighters	\$1,251,672.00	\$293,108.41	23.42%	-\$958,563.59
Safer Grant Overtime - Firefighters	\$50,000.00	\$22,261.67	44.52%	-\$27,738.33
Bargaining Unit- Non- Shift Wages	\$860,560.00	\$333,610.71	38.77%	-\$526,949.29
Earnings Other	\$611,450.00	\$22,812.21	3.73%	-\$588,637.79
Debt Services	\$683,214.00	\$377,555.62	55.26%	-\$305,658.38
FICA taxes	\$1,313,250.00	\$518,489.35	39.48%	-\$794,760.65
Retirement	\$3,158,842.00	\$1,512,176.90	47.87%	-\$1,646,665.10
Life and Health Insurance	\$4,073,533.00	\$1,840,786.75	45.19%	-\$2,232,746.25
Workers Compensation Premium	\$516,899.00	\$296,565.35	57.37%	-\$220,333.65
EE Workers Comp Checks	\$0.00	-\$11,079.49	---	---
Expenses for Grit Claimants	\$2,500.00	\$437.98	17.52%	-\$2,062.02
Unemployment Compensation/PEHP	\$239,000.00	\$341,302.39	142.80%	\$102,302.39
Professional Services	\$1,448,993.00	\$1,023,020.81	70.60%	-\$425,972.19
Accounting and Auditing	\$46,500.00	\$20,380.00	43.83%	-\$26,120.00
Current Charges	\$42,500.00	\$40,160.61	94.50%	-\$2,339.39
Travel and Per Diem	\$150.00	\$0.00	0.00%	-\$150.00
Communications & Freight	\$169,630.00	\$71,745.50	42.30%	-\$97,884.50
Utility Services	\$192,202.00	\$82,397.45	42.87%	-\$109,804.55
Utility Services - Ochopee	\$12,750.00	\$4,331.69	33.97%	-\$8,418.31
Rental & Leases	\$221,169.00	\$88,639.95	40.08%	-\$132,529.05
Insurance General	\$392,537.00	\$444,627.71	113.27%	\$52,090.71
Repair and Maintenance	\$847,650.00	\$274,595.33	32.39%	-\$573,054.67
Printing	\$1,000.00	\$203.57	20.36%	-\$796.43
Office Supplies	\$13,125.00	\$4,879.80	37.18%	-\$8,245.20
Fuels and Lubricants	\$286,601.00	\$88,495.19	30.88%	-\$198,105.81
Operating Supplies	\$137,800.00	\$35,054.88	25.44%	-\$102,745.12
Small Equipment	\$156,377.00	\$12,857.49	8.22%	-\$143,519.51
Uniforms	\$209,296.00	\$14,272.88	6.82%	-\$195,023.12
Book, Dues	\$230,910.00	\$55,006.27	23.82%	-\$175,903.73
Capital Outlay	\$562,715.00	\$15,164.55	2.69%	-\$547,550.45
	\$33,635,419.00	\$14,126,290.97	42.00%	-\$19,498,048.54
<b>Total Expenses</b>		<b>\$14,126,290.97</b>		

**NET INCOME (LOSS) \$15,032,173.03**



**MINUTES**  
**GREATER NAPLES FIRE RESCUE DISTRICT**  
**BOARD OF FIRE COMMISSIONERS MEETING**  
**February 11, 2020**

**I. MEETING OPENED**

Chairman Page called to order the regular meeting of the Greater Naples Fire Rescue District's Board of Fire Commissioners meeting at 5:30pm, on February 11, 2020 at Administrative Headquarters. Present were Commissioners Henning, Page, Cottiers, Stedman, and Gerrity. Executive Staff in attendance: Fire Chief Schuldt, Director Bishop, Assistant Chiefs Hanson, Low, McLaughlin and Martin. Staff in attendance: Suanne Woeste and Nicole Chesser. Public in attendance: Joey Brown, Tim Sims, Kevin Nelmes, Justin Beasley, Scott Hogan and David Borowski. Others were in attendance but did not sign in.

**A. Pledge of Allegiance and Invocation**

Chairman Page 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 9 firefighter fatalities for the month of January bringing the total for 2020 to 9, followed by a moment of silence.

**C. Consent Agenda**

*Commissioner Gerrity moved to approve the Consent Agenda as presented. Commissioner Cottiers seconded. Motion passed 5-0.*

1. Treasurer's Report

**D. Approval, Additions and Deletions to the Agenda**

Director Bishop requested adding to section 1, item I. Awards and Recognition. Director Bishop also requested an executive session at the close of the BOFC meeting, for collective bargaining purposes only. Commissioner Gerrity requested moving II. Old Business A. before the Chief's report.

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

**E. Approval of the GNFD Board Minutes for January 14, 2020**

*Chairman Page requested his name be corrected, as to opening the January 14, 2020 BOFC meeting in section 1. Meeting Opened. Commissioner Gerrity moved to approve the GNFD Board minutes as amended. Commissioner Cottiers seconded. Motion passed 5-0.*

**F. Fire Chief's Report**

Chief Schuldt presented report as submitted and added the following:

- A General Order was implemented to clearly define expectations and enforce existing policies, provide regular reports, and hold officers accountable to meet the standards established on turnout times.
- The District and Collier County have come to a verbal agreement on a plan to put a new Ochopee Service Agreement in place for the next 10 years. Staff is waiting for the County to provide a final draft agreement for review and presentation to the Board for consideration.



**MINUTES**  
**GREATER NAPLES FIRE RESCUE DISTRICT**  
**BOARD OF FIRE COMMISSIONERS MEETING**  
**February 11, 2020**

**G. Chapter 175 Firefighters' Pension Plan**

Chairman Tim Sims reported the DROP Resolution has been tentatively agreed on between the Union and Management. The goal is to have a clean copy back from the attorneys, in time for the March BOFC meeting.

**H. Local 2396 Report**

- President Joey Brown reported 3 of the remaining 4 Articles have been TA'd, Wages is the only Article left. Impact Bargaining is set for the morning of 2/19, with Negotiations to follow. Negotiations are also scheduled for 2/27.
- Saturday 2/15, Union members will be out "filling the boot" for Muscular Dystrophy Association (MDA). Look for members on Santa Barbara and Golden Gate Parkway.
- President Brown would like to meet with the Chairman to discuss the recent BC settlement and the potential impact of it.

**I. Award & Recognition**

- 15 Year Service Award – Lieutenant Jordan Boutilier

**II. OLD BUSINESS**

**A. AIW- FEMA/AFG Grant SCBA**

*Commissioner Gerrity moved to proceed with awarding Fisher Scientific the bid to provide new self-contained breathing apparatus in the amount of \$598,202.19. Commissioner Cottiers seconded. Motion passed 5-0.*

**III. NEW BUSINESS**

**A. AIW – Marc / Communication Equipment**

*Commissioner Cottiers made a motion to authorize the funding and purchase of approved equipment based on the previously executed FY 2018 HSGP grant agreement R0001. Commissioner Gerrity seconded. Motion passed 5-0.*

**B. AIW – GNFD Handbook Revision**

*Commissioner Cottiers moved to adopt the revised Employee Handbook dated February 11, 2020. Commissioner Gerrity seconded. Motion passed 5-0.*

**C. AIW – F&LS Existing Inspection Requests**

Assistant Chief Hanson presented statistical information considering the impacts of hiring additional staff to support a periodic inspection program. The Board express their desire to investigate further and requested to bring this item back next month.

**D. AIW – Resolution 2020-03 – 175 PP Death and Disability Amendment**

*Commissioner Gerrity moved to authorize execution of Resolution 2020-03 Amending Pre-Retirement Death Benefits, Amending Section 9, Disability, Providing Compliance with Chapter 2019-21, Laws of Florida. Commissioner Cottiers seconded. Motion passes 5-0.*

**E. Public Comments items not listed on the Agenda**

None



**MINUTES  
GREATER NAPLES FIRE RESCUE DISTRICT  
BOARD OF FIRE COMMISSIONERS MEETING  
February 11, 2020**

**F. Comments by Commissioners**

- Commissioner Henning wished everyone a happy Valentine's Day.
- Commissioner Stedman thanked Staff for information on turnout times. He would like Staff to look at deficient response times, in different zones and give a short narrative on the reason why.
- Commissioner Gerrity stated he heard North Collier is putting a unit in Station 74. Chief Schuldt responded that Assistant Chief Martin was at a meeting yesterday and was blind sighted by the news. Schuldt has calls out to EMS Chief Butcher and NC Fire Chief Ricardo.
- Commissioner Page requested to meet with Assistant Chief Hanson next week.

**IV. ADJOURNMENT**

*Commissioner Gerrity made a motion to adjourn. Commissioner Cottiers seconded. Motion passed 5-0, meeting adjourned. The Board and Executive Officers went into Executive Session.*

Duly passed with a vote of \_\_\_\_\_ to \_\_\_\_\_ and adopted in session on the 10<sup>th</sup> day March 2020.

\_\_\_\_\_  
**Chairman Jeff Page**

\_\_\_\_\_  
**Commissioner Tom Henning**

\_\_\_\_\_  
**Commissioner Charles Cottiers**

\_\_\_\_\_  
**Commissioner David Stedman**

\_\_\_\_\_  
**Commissioner Kevin Gerrity**





## GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

FEBRUARY, 2020

REPORTING OFFICER	Kingman Schuldt, Fire Chief
TYPE	Monthly – Commission
SUBMITTAL DATE	March 5, 2020

Strategic Planning – February 13; The Command Staff participated in a one-day strategic planning session facilitated by Fazio International, who developed the District's original Plan. A comprehensive review and update was completed with several modifications to reflect current progress, areas for improvement, and current initiatives. Staff is working to finalize the Plan in preparation for presentation to the Board.

Annual Awards – The staff selection committee completed the 2019 Annual Awards selections.

- Firefighter of the Year – Lieutenant Joshua Grimm
- Civilian Employee of the Year – Accountant Charlotte Johnson
- Fire Chief's Values Award – Lieutenant Inspector Steve Riley
- Excellence in Service- Fire and Life Safety – Administrative Assistant Tracey Caparrelli

Battalion Commander Transition – Staff continues to modify numerous administrative policies and procedures to reflect new duties and assignments. Emergency response assignments have been formally implemented with additional incident types requiring Battalion Commander responses; marine, residential fire alarm, vehicle accidents involving utility poles, illegal burns, and ATV accidents.

February 27; The District received notification the Battalion Commanders (Union) filed for a Unit Clarification. This was expected as part of the Settlement Agreement and is their first formal step to be a recognized part of the Labor Unit.

Self-Contained Breathing Apparatus – A third party certified contractor completed an annual inspection for all in-service units. Two SCBA units were decommissioned due to anticipated repair costs. The procurement of new SCBA from the recently awarded FEMA grant was executed with an anticipated delivery timeframe of 30 days.

Annual Audit – The Finance Section continues to prepare for the annual audit beginning in March/April.

Medical Supplies – The District is exploring new options to procure medical supplies. Staff has been attempting to procure supplies through Collier County EMS; however, recent events indicate this may not be the most effective process.



## GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Paramedic Credentialing – All 14 members participating in the credentialing training have successfully completed the written test (phase 1) and are moving on to the ride-along field training portions (phase 2) of the process.

Everglades City Life Safety – February 25; Chief Hanson and I met with Mayor Grimm to discuss a number of items relating to life safety inspection services within the City. As the City begins to experience limited growth and redevelopment there is concern over the requirements set forth in the Florida Fire Prevention Code and the District's enforcement of such codes during plans review and fire inspections. The meeting was productive and the Mayor appears pleased with the District's responses and willingness to work cooperatively to enforce life safety requirements.

The City additionally requested we assume responsibilities to inspect and maintain City-owned fire hydrants. There are approximately 120 such hydrants and staff is currently working with Division Chief Morris to address the request.

Facilities – Fleet facility repairs were completed to the utility room where a leaking drain line was noted, causing mold inside a wall. The facility re-opened on Monday, March 2 and is conducting normal business operations. The HVAC system is also being replaced at a cost of @ \$8,000 but will not require the relocation of personnel. Staff is currently working through the bid process and is expected to award the job very soon.

HVAC – Staff continues to receive the required quotes for replacement of HVAC systems at Station 22 and Fire & Life Safety. Both were included as part of the 2020 budget approval and efforts to address long-term maintenance issues.

Station 23 Septic – The contractor continues to wait for permits to be released from Collier County and State of Florida. There have been no additional emergent occurrences of sewage leaks.

Fleet – Engine 23 remains out of service in Ocala for body repairs after involvement in a single vehicle accident with a parking lot bollard. Ladder 21 is currently out of service last for a number of maintenance issues and is expected to remain out for another week due to parts that have not yet arrived.

Boat 90 – Staff completed its evaluation of the boat's speed capabilities. Since applying a bottom coating, and routine engine wear the vessel had lost nearly 10 mph. It was determined to replace the existing components, resulting in an increase of speed to 40 mph.

Ochopee Management Agreement – Staff received a draft agreement from the County. A thorough review was conducted in consultation with District legal and Staff will be providing a counter draft proposal in the near future. Staff is attempting to have a final draft ready for Board review during the March meeting with a subsequent vote in April.



## GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

Personnel - The new Fire & Life Safety Receptionist started employment February 24. The District is processing the resignation of one firefighter. Staff is also preparing for firefighter applicant testing and interviews in the next several weeks. Staff will be utilizing a new process to include a written test as the first step to assist in prioritizing and ranking of candidates. The application period has closed for the Community Life Safety Educator. Application period remains open for Fire Inspectors.

County EMS Station 25 and 74 – Station 25 is moving very quickly. The building is closed in and really taking shape. Staff is working to procure necessary equipment and supplies for an anticipated opening in approximately three months. There has been no additional movement on Station 74. A meeting is scheduled with Chief Butcher on March 9 to discuss future plans in detail.

BLUF REPORTING - In effort to maintain effective communications, Staff implemented a BLUF reporting tool. BLUF is a military communication acronym; “bottom line up front” designed to enforce speed and clarity of important information. The basic idea is simple; include the most important, relevant, and current details as clearly and briefly as possible.

Personnel are provided a weekly BLUF report via the District’s email system. The BLUF will include a brief report on current events and activities in three simple categories: Need to Know, Nice to Know, and Office of the Fire Chief; upcoming events may also be included. This simple one-page communication tool will assist in providing real-time information in a easy to read format to the membership.

COVID-19 Coronavirus - Division Chief Nelmes has been assigned to serve as the District’s point of contact and is coordinating efforts with Collier County EMS and partnering fire rescue agencies to provide weekly situation reports to our general membership. Last week the District took action to procure @ \$10,000 in personal protective EMS equipment in order a cache of supplies is available in the event the situation escalates. Some items have been received while others remain on back-order. Division Chief Nelmes continues to assess all options to maintain an adequate cache of personal protective equipment supplies. Division Chief Nelmes and I attended the State Department of Health EMS Advisory Council meeting in Tampa March 3-5 to receive the most up to date COVID-19 information.

District Staff has been requested to address the Golden Gate Civic Association on March 9 to discuss COVID-19 preparedness and response within Collier County. Staff continues to prepare and distribute information to the community via social media platforms and District generated informational flyers.

### ACTIVITIES REPORT

#### Upcoming Travel

IAFC Board Meeting; Chantilly, VA- March 11-14



# GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT

## 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
  - International Association of Fire Chiefs
- Meetings
  - Weekly Command Staff
  - Executive Development Training with Ft. Myers Beach Fire Dept.
  - Labor Negotiations
  - GG Civic Association
  - Wildland Urban Interface Workshop
  - Port of the Islands CID
  - Labor Management
  - Everglades City Life Safety
  - Fully Involved
  - CCFEMSCA

## PUBLIC PROGRAMS

February Events- 20  
February Contacts- 55,318

YTD Events- 28  
YTD Contacts- 62,394

Customer Satisfaction Surveys  
Emergency Response- 1  
Fire & Life Safety- 2  
Administrative- 3

## OPERATIONS SECTION

### Call Volume Statistics- February 2020

Total Incidents	2182
Total Responses	2757 (based on all apparatus)
Medical / Rescue	1350 calls for service
Percentage Medical	61.87%
Fire / Other	832 calls for service
Busiest Response Unit	EN75 278 Incidents





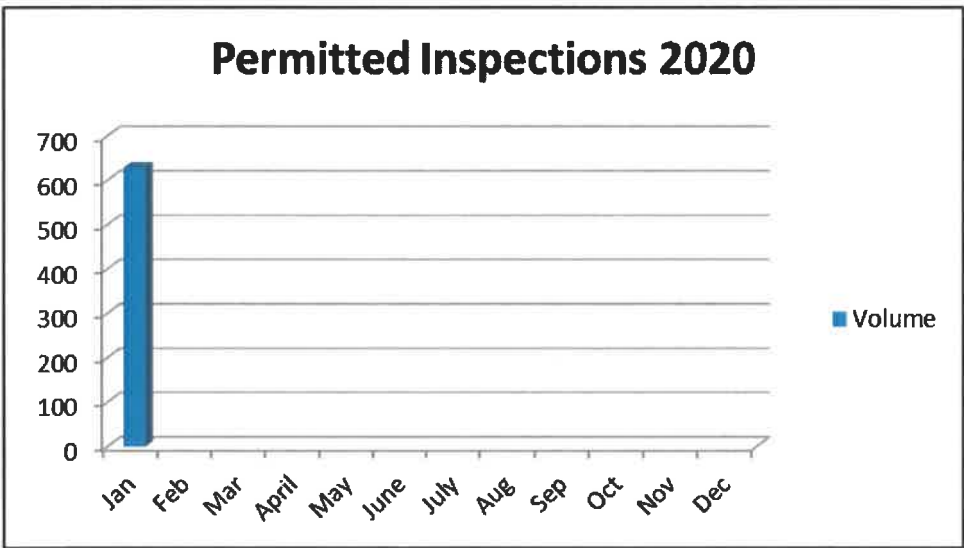
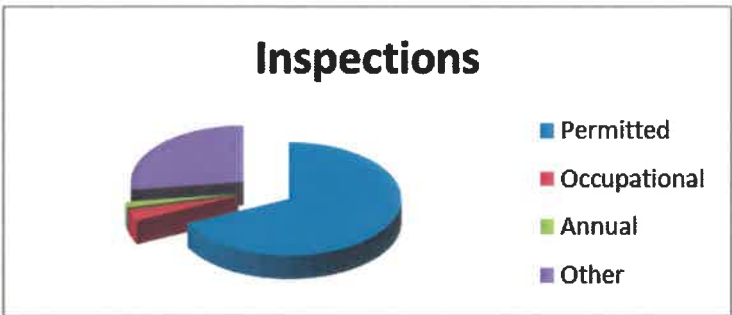
**GREATER NAPLES FIRE RESCUE DISTRICT  
FIRE CHIEF REPORT**

Busiest Day of Week	Saturday 413 Incidents
Busiest Time of Day	13:00 to 13:59 142 Incidents
Busiest Station	Sta. 21 350

**FIRE & LIFE SAFETY SECTION**

**Inspection Statistics- January 2020**

Permitted Inspections: 629  
Occupational/Business Tax License Inspections: 31  
Annual Inspections: 15  
Other Inspections: 253  
Average wait time for an inspection in January: 2-3 Days  
Current wait time as of February 10<sup>th</sup>: 2 Days





## **GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF REPORT**

### **Investigations- January 2020**

Number of fire investigations: 0

Hours spent: 0

### **Fire Plans Review Statistics- January 2020**

Fire Plan Building Reviews: 476; increase of 117 from December

Site Development/Planning Reviews: 57; decrease of 6 from December

Everglades City Building Reviews: 17; increase of 5 from December

Average Review Time: 2 Days

## **PLANNING AND GROWTH MANAGEMENT SECTION**

### **Fleet Statistics- February 2020**

Total repairs for month \$47,225

Boat 90 \$5,969 – Routine repair and maintenance, new props

Boulevard Tire \$7,023

Mechanic Hours 358

### **Fleet Statistics- FYTD**

Total repairs \$261,852

Ladder 72 \$21,240

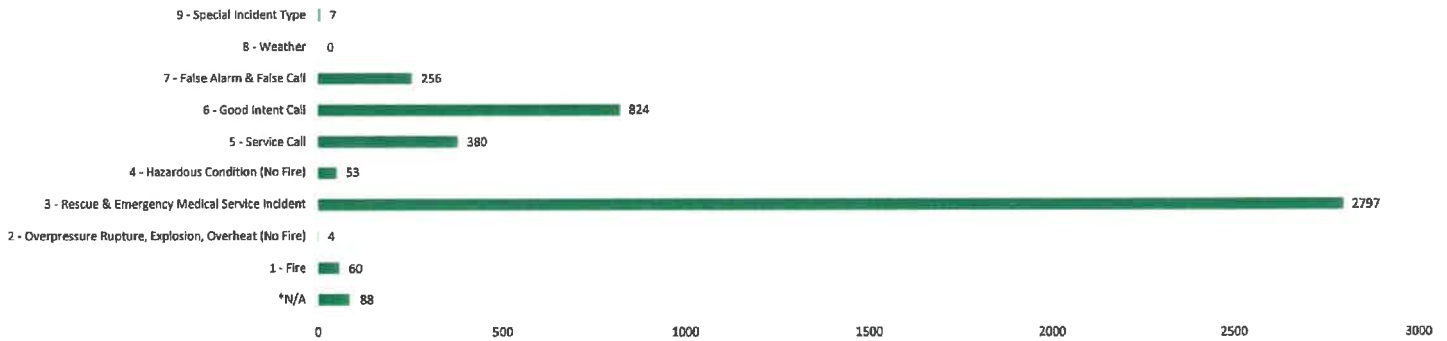
Power Plants Motors \$19,728

Mechanics hours 1,372

### Alarm Summary

Basic Incident Type Category (FD1.21)	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
*N/A	56	32											88	1.97%
1 - Fire	20	40											60	1.34%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	4												4	0.09%
3 - Rescue & Emergency Medical Service Incident	1,447	1,350											2797	62.59%
4 - Hazardous Condition (No Fire)	29	24											53	1.19%
5 - Service Call	202	178											380	8.50%
6 - Good Intent Call	412	412											824	18.44%
7 - False Alarm & False Call	115	141											256	5.73%
8 - Weather	0												0	0.00%
9 - Special Incident Type	2	5											7	0.16%
<b>Total Summary</b>	<b>2287</b>	<b>2182</b>											<b>4469</b>	
Responses by Day Average	73.8	70.4												
Responses by Station Average	152	145												
Medical vs. Fires and Other Calls	63.27%	61.87%												

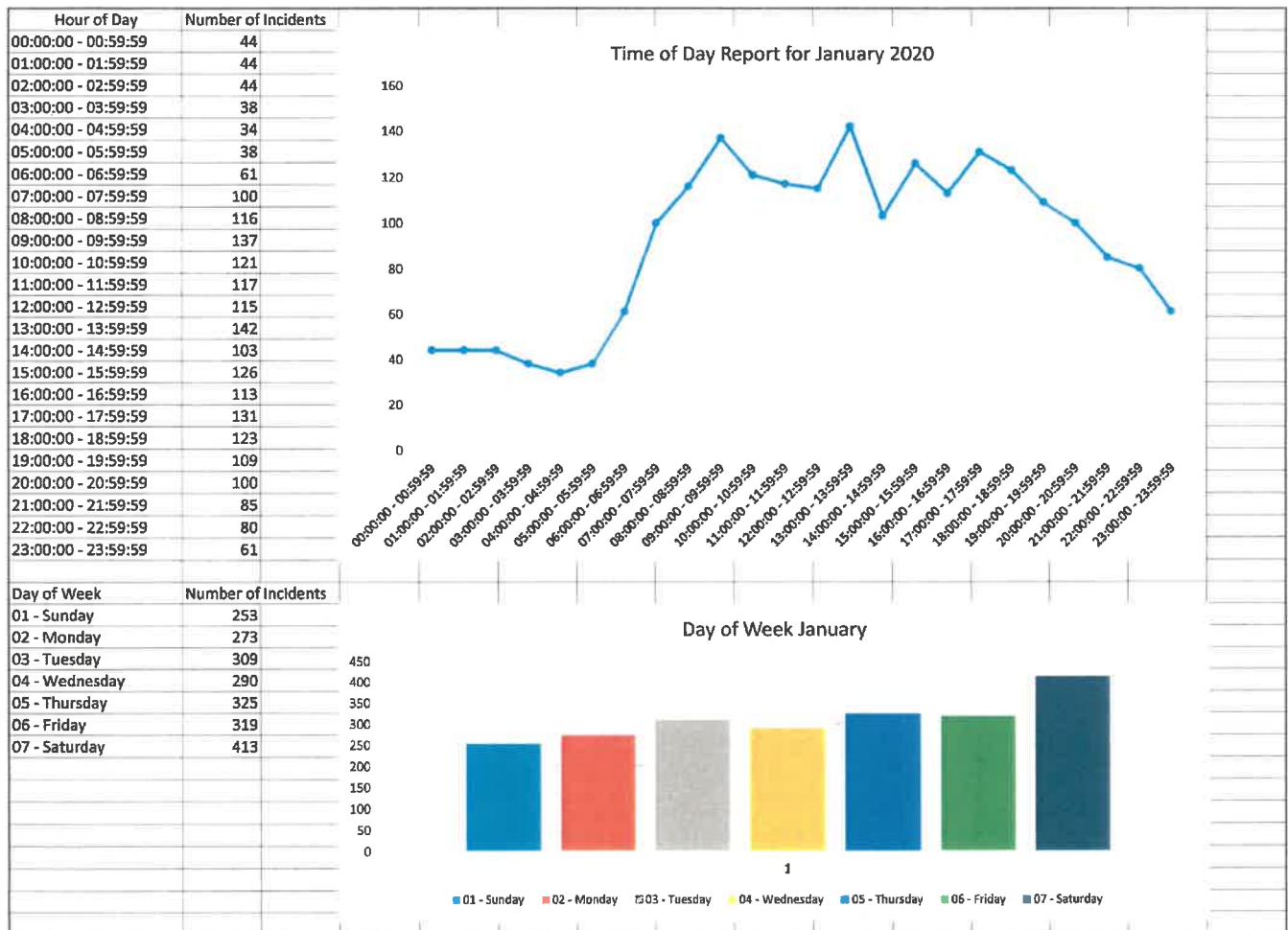
### Alarm Type Summary



Prepared by Nolan Sapp 3/3/2020

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2020

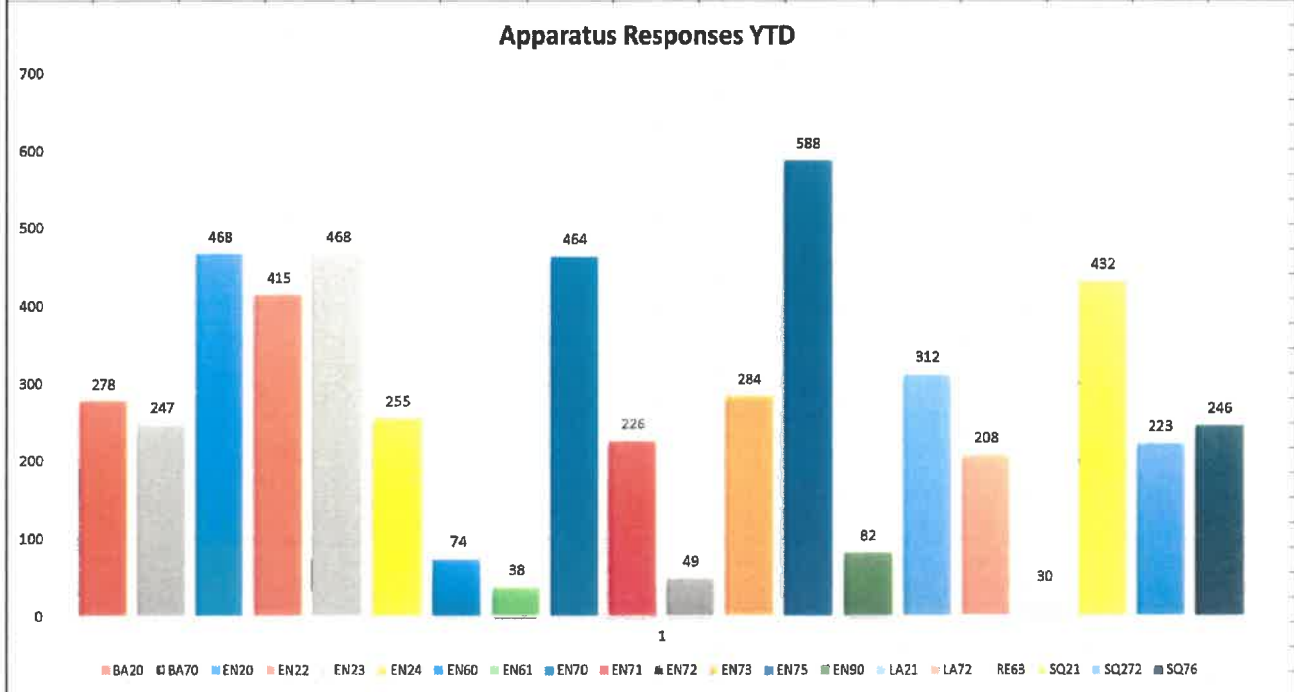


Prepared by Nolan Sapp 3/3/2020

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# Apparatus Responses 2020

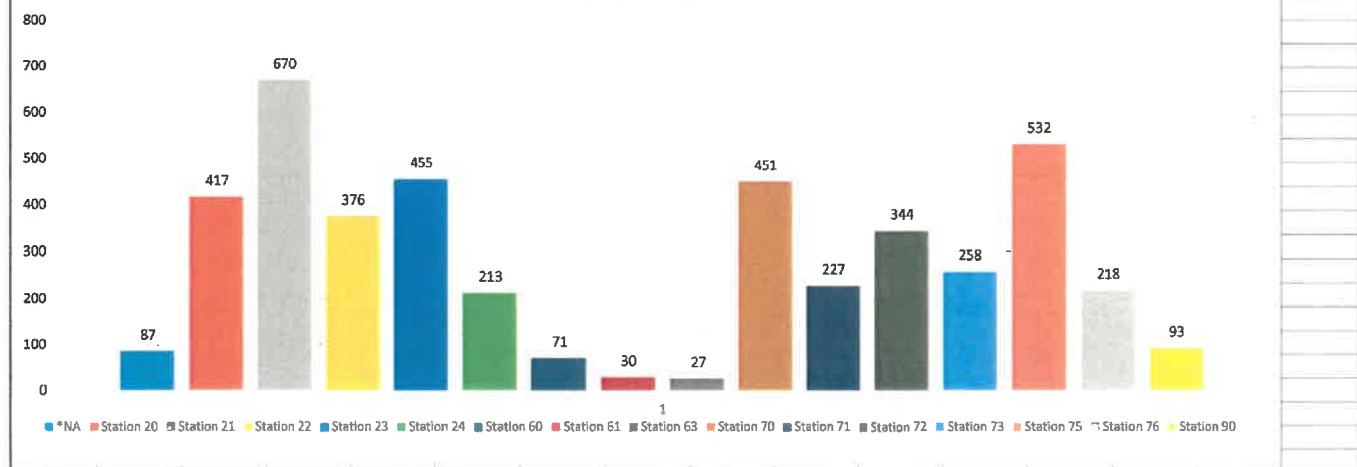
UNIT	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
N/A	2												2	0.04%
BA20	113	165											278	4.94%
BA70	110	137											247	4.39%
BO60	6	5											11	0.20%
BO90	13	14											27	0.48%
BR21	4	9											13	0.23%
BR22	1												1	0.02%
BR71	8	2											10	0.18%
BR72	8	8											16	0.28%
BR73	3	2											5	0.09%
CA223	5	1											6	0.11%
CH210	11	4											15	0.27%
EN20	232	236											468	8.31%
EN21		60											60	1.07%
EN22	227	188											415	7.37%
EN23	251	217											468	8.31%
EN24	134	121											255	4.53%
EN60	39	35											74	1.31%
EN61	17	21											38	0.67%
EN70	224	240											464	8.24%
EN71	119	107											226	4.01%
EN72	49												49	0.87%
EN73	151	133											284	5.04%
EN75	310	278											588	10.44%
EN90	47	35											82	1.46%
LA21	173	139											312	5.54%
LA72	95	113											208	3.69%
RE63	13	17											30	0.53%
SQ21	226	206											432	7.67%
SQ272	116	107											223	3.96%
SQ72	22	12											34	0.60%
SQ76	124	122											246	4.37%
WT20	8	5											13	0.23%
WT60	1	1											2	0.04%
WT63	1	2											3	0.05%
WT70	6	12											18	0.32%
WT71	4	3											7	0.12%
	2873	2757											5630	



### Responses by Station

Station	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
*NA	55	32											87	1.95%
Station 20	207	210											417	9.33%
Station 21	320	350											670	14.99%
Station 22	209	167											376	8.41%
Station 23	243	212											455	10.18%
Station 24	108	105											213	4.77%
Station 60	32	39											71	1.59%
Station 61	14	16											30	0.67%
Station 63	11	16											27	0.60%
Station 70	213	238											451	10.09%
Station 71	122	105											227	5.08%
Station 72	179	165											344	7.70%
Station 73	136	122											258	5.77%
Station 75	281	251											532	11.90%
Station 76	107	111											218	4.88%
Station 90	50	43											93	2.08%
	2287												4469	

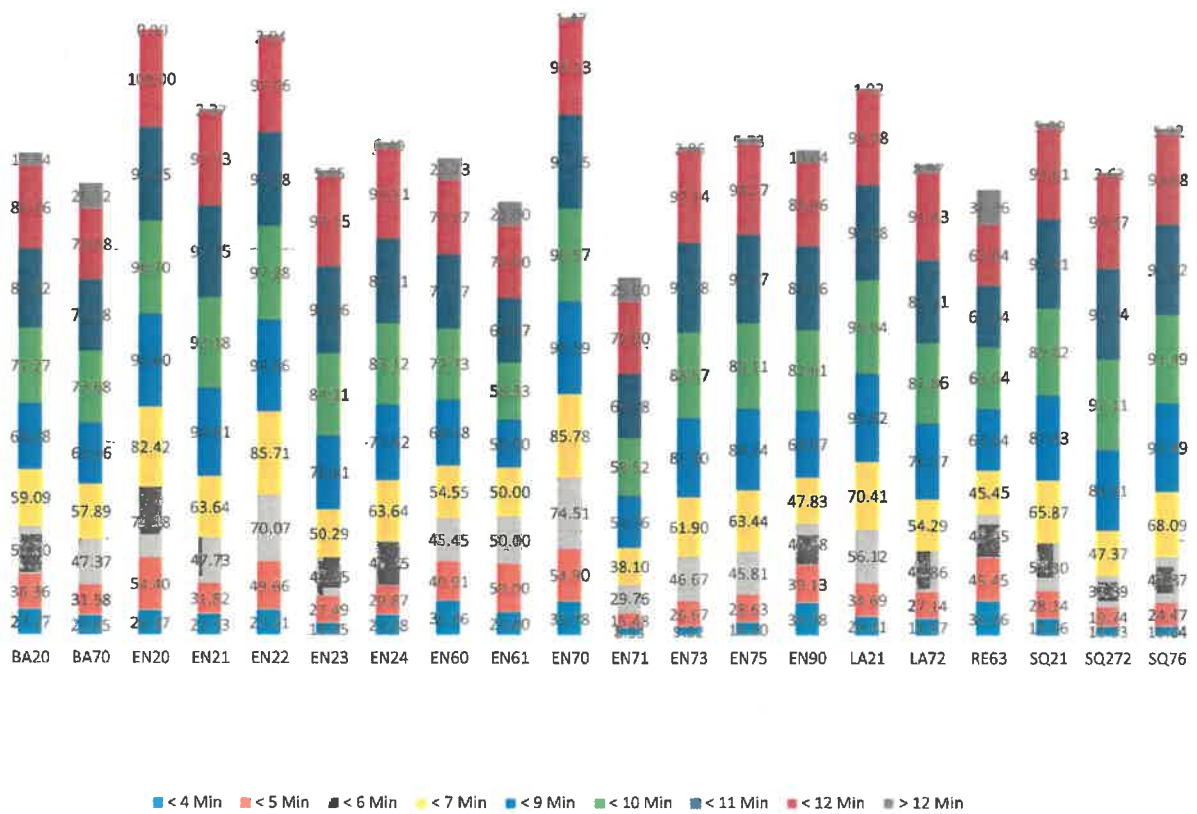
### Station Incidents



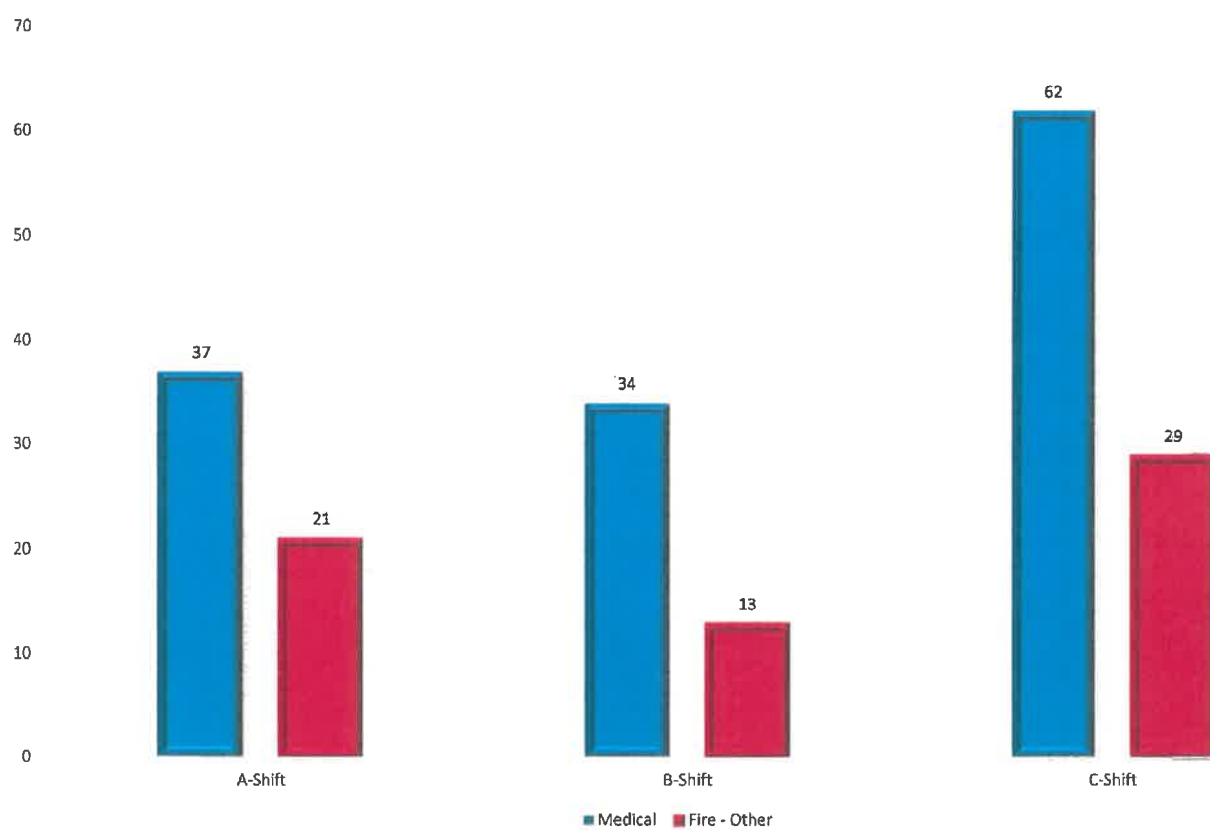
Prepared by Nolan Sapp 3/3/2020

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## Fractile Report

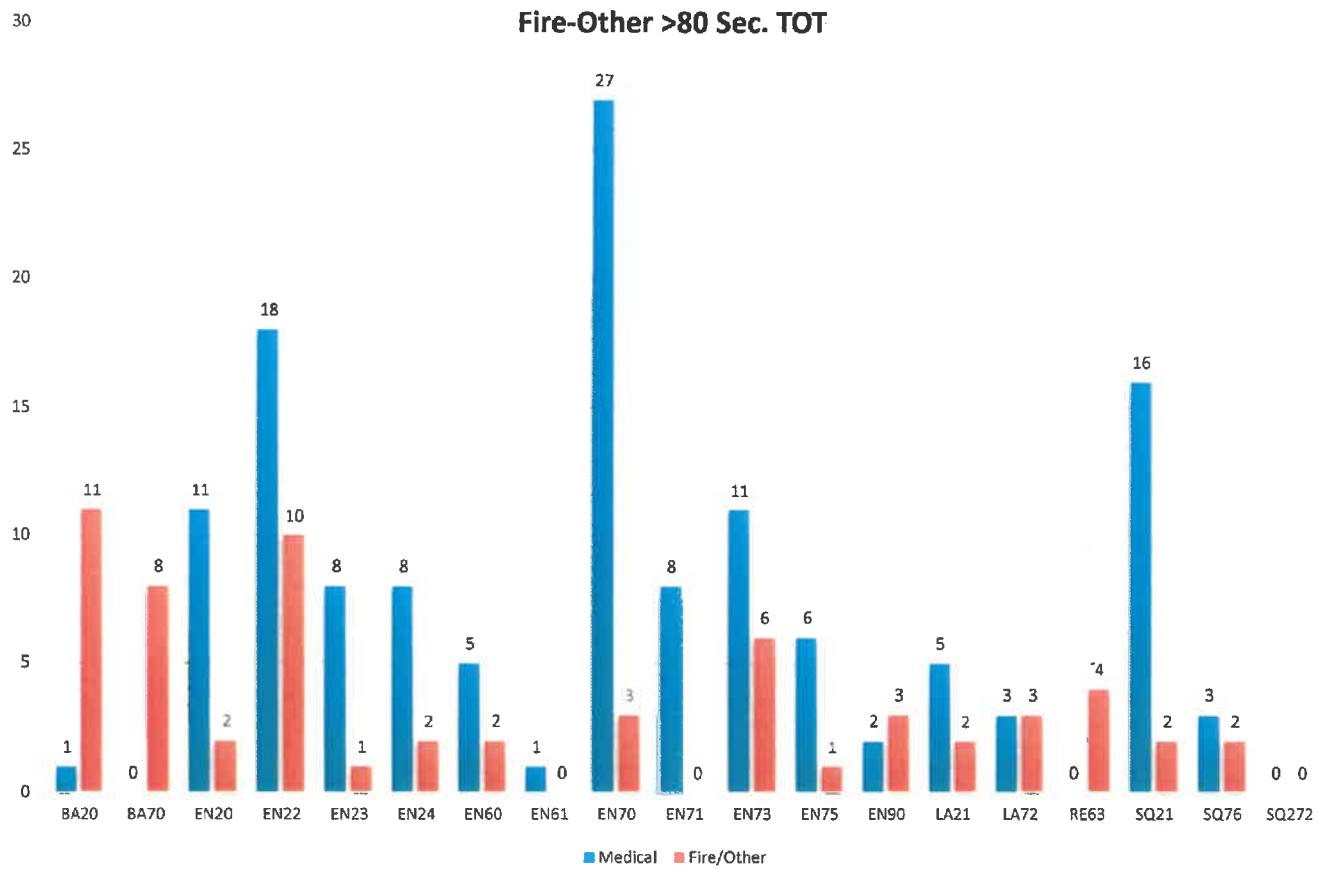


Shift Report February 2020  
>60 Second TOT Medical  
>80 Second TOT Fire-Other





Apparatus Report February 2020  
 Monthly Medical >60 Sec. TOT  
 Fire-Other >80 Sec. TOT





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

**OLD BUSINESS**

**Agenda Item:** II. A.  
**Subject:** Fire & Life Safety Periodic Inspections Program Staffing Follow-Up  
**Meeting Date:** March 10, 2020  
**Prepared By:** Shawn M. Hanson, Assistant Chief

**Background**

The Greater Naples Fire Rescue District (District) Fire & Life Safety Section is seeking additional staffing to support a proactive periodic (annual or triennial) inspections program of the District's approximately 8,550 commercial properties, including multi-family residential buildings.

Current FLS staffing perform an average of 580 new construction inspections per month, which is 63% of the total monthly inspection output. Current mandatory inspections on existing commercial buildings of 61 per month equates to an average of 6.5% of the total monthly inspections and accounts for 8.4% of commercial properties annually, however, this does not include routine annual inspections, which are virtually nonexistent.

With the current staffing levels and rate of existing building inspections, it would take more than 12 years to inspect every commercial property in the District. The goal of the District is to provide a fire & life safety inspection on each commercial property not more than every three (3) years, and ideally annually.

**Funding Source/Financial Impact**

The funding source will be the General Fund, supplemented by inspection revenue.

The loaded cost of a civilian inspector is \$85,000.

Examples of inspection numbers and potential inspections revenue:

**Annual Inspection Numbers Scenario:**

8,550 commercial properties divided by 45 weeks = 190 inspections per week  
190 inspections divided by 25 inspections per week per inspector = 8 inspectors  
(rounded up) needed to conduct inspections annually on 8,550 commercial properties.

**Annual Inspection Revenue Examples:**

**Current Fee Schedule**

8,550 x \$100 average per inspection = \$855,000 divided by \$85,000 = 10 inspectors

**Example Reduced Fee Schedule for First Visit**

8,550 x \$25 per initial inspection = \$213,750 divided by \$85,000 = 2.5 inspectors

Fire Chief Review



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

**OLD BUSINESS**

**Agenda Item:** II. A.  
**Subject:** Fire & Life Safety Periodic Inspections Program Staffing Follow-Up  
**Meeting Date:** March 10, 2020  
**Prepared By:** Shawn M. Hanson, Assistant Chief

Example No Charge Fee Schedule for First Visit

$8,550 \text{ divided by } 50\% \text{ compliance} = 4,275 \times \$100 = \$427,500 \text{ divided by } \$85,000 = 5$   
inspectors

(If there are violations, this projects an average of 50% of buildings needing at least one (1) reinspection at an average of \$100)

3 Year Periodic Inspection Numbers Scenario:

$8,550 \text{ commercial properties divided by three (3) years} = 2,850$ . 2,850 commercial properties divided by 45 weeks = 63 inspections per week

63 inspections divided by 25 inspections per week per inspector = 3 inspectors (rounded up) needed to conduct inspections annually on 2,850 commercial properties, resulting in a periodic fire & life safety inspection on all of the District's 8,550 existing commercial properties every 3 years or less.

3 Year Periodic Inspection Revenue Examples

Current Fee Schedule

$2,850 \times \$100 \text{ average per inspection} = \$285,000$

Example Reduced Fee Schedule for First Visit

$2,850 \times \$25 \text{ per initial inspection} = \$71,250 \text{ divided by } \$85,000 = .8 \text{ inspectors}$

Example No Charge Fee Schedule for First Visit

$2,850 \text{ divided by } 50\% \text{ compliance} = 1,425 \times \$100 = \$142,500 \text{ divided by } \$85,000 = 1.6$  inspectors

(If there are violations, this projects an average of 50% of buildings needing at least one (1) reinspection at an average of \$100)

**Recommendation**

It is staff's recommendation we achieve a performance measure of conducting 33% of periodic inspections annually for the first three (3) years and move forward with hiring no more than three (3) quality civilian fire & life safety inspectors dedicated to performing periodic inspections and to evaluate the current Fire & Life Safety Fees Schedule and to present updated fees at the next BOFC meeting that provide fees that aid in the success of the Periodic Inspection Program.



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

**OLD BUSINESS**

**Agenda Item:** II. A.  
**Subject:** Fire & Life Safety Periodic Inspections Program Staffing Follow-Up  
**Meeting Date:** March 10, 2020  
**Prepared By:** Shawn M. Hanson, Assistant Chief

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**Potential Motion**

I, move to proceed with directing staff to hire no more than three (3) civilian inspectors for the purposes of performing a progressive Periodic Inspections Program and to evaluate the current Fire & Life Safety Fees Schedule and present updated fees at the next BOFC meeting that provide fees that aid in the success of the Periodic Inspection Program.

	Annual	One Time/Triennial	Revenue Source
<b>SALARY &amp; BENEFITS</b>			
Civilian Salary	\$ 57,325.63		
32%	\$ 18,344.20		
<b>VEHICLE</b>			
Vehicle (Enterprise)	\$ 5,000.00		IMPACT
Fuel	\$ 1,200.00		
AutoExec		\$ 360.00	
Insurance	\$ 1,000.00		
<b>COMMUNICATIONS</b>			
Cell with Mobile Hotspot	\$ 800.00		
Portable Radio		\$ 3,000.00	IMPACT
<b>UNIFORMS</b>			
Pants	\$ 75.00		
Polos	\$ 50.00		
T-Shirts	\$ 50.00		
Duty Boots		\$ 150.00	
Safety Vest		\$ 50.00	
Work Gloves		\$ 15.00	
<b>OFFICE FURNITURE</b>		\$ 2,000.00	
<b>OFFICE SUPPLIES/MISC</b>		\$ 150.00	
<b>INSPECTION TOOLS</b>			
MobileEyes License	\$ 3,000.00		
Surface Pro		\$ 1,200.00	IMPACT
Mobile Printer		\$ 470.00	
Monitor		\$ 350.00	
Docking Station		\$ 200.00	
FFPC		\$ 400.00	
Flashlight		\$ 200.00	
Ladder (Little Giant)		\$ 230.00	
Hydrant Wrench		\$ 75.00	
Camera		\$ 75.00	
Hard Hat		\$ 40.00	
Measuring Tape		\$ 30.00	
Reusable Dust Mask		\$ 100.00	
Light Meter		\$ 50.00	
<b>PHYSICALS/DRUG SCREENING</b>		\$ 500.00	
	\$ 86,844.83	\$ 9,645.00	\$ 96,489.83

**6.6\* Required Personnel.** The AHJ shall determine the minimum resources, personnel, and equipment levels necessary to perform code enforcement and inspection activities.

**6.7 Minimum Inspection Frequency.** Existing occupancy fire prevention inspection and code enforcement inspection frequencies shall not be less than those specified in Table 6.7.

**Table 6.7 Minimum Inspection Frequency**

Occupancy Risk Classification	Frequency
High	Annually
Moderate	Biennially
Low	Triennially
Critical infrastructure	Per AHJ

## Chapter 7 Plan Review

### 7.1 Scope.

**7.1.1** This chapter establishes the organization and deployment for plan reviews and field acceptance inspections for new construction and renovation of existing buildings. Code enforcement inspection in existing occupancies is contained in Chapter 6.

**7.1.2** This chapter identifies the tasks necessary to complete initial plan reviews through to the certificate of occupancy.

**7.2 Purpose.** The purpose of this chapter is to establish the organization and deployment for the FPO as it relates to plan review for emergency vehicle access, water supply, new construction, change of occupancy use, renovations, change or addition of fire and life safety systems, and associated acceptance field inspections.

**7.3 General Requirements.** Plan reviews and new construction fire inspection services, including department personnel, equipment, and all support and resources, shall be structured to meet the organizational objectives required by Chapter 4.

**7.4 Risk Assessment.** The FPO shall evaluate and incorporate the CRA as referenced in Chapter 5 when establishing the plan reviews and field acceptance inspections.

**7.5 Qualifications of Personnel.** Personnel who perform plan reviews or field acceptance inspections shall meet the job performance requirements in NFPA 1031.

### 7.6 Required Personnel.

**7.6.1** The FPO shall determine the minimum resources, personnel, and equipment levels necessary to perform plan reviews and field acceptance inspections.

**7.6.2\*** Plan review times can be determined based on the area of the structure or facility and the life safety complexity of different occupancy classifications or hazardous processes.

**7.6.3\*** Plan review services times can be calculated based on the number of sprinkler heads in a sprinkler protection system, the number of fire alarm devices in a fire alarm system, and other defined times for special extinguishing systems.

**7.6.4\*** Field inspection times can be determined by doubling the plan review times that are defined in the plan review process.

### 7.7 Minimum Plan Review Elements.

**7.7.1\* Initial Fire Protection Environmental Impact (Feasibility Study).** The developer and the FPO shall conduct a preliminary review of the project.

**7.7.2 Water Supply and Fire Flow.** A site plan review shall be conducted to ensure that the water supply meets jurisdiction requirements.

**7.7.3\* Emergency Vehicle Access.** A review of emergency vehicle access shall be conducted to ensure that it meets jurisdictional requirements.

**7.7.4\* Construction Building Plans Related to Fire Protection Features.** A review of plans shall be conducted to verify compliance with applicable codes and standards for fire protection features.

**7.7.5\* Certificate of Occupancy Inspections.** Certificate of occupancy inspections shall be conducted to ensure compliance with applicable codes and standards and approved plans.

**7.7.6\* Hazardous Materials and Processes.** A hazardous materials and processes review shall be conducted to ensure compliance with applicable codes and standards.

**7.7.7\* Fire Protection System Plans.** A fire protection system plan review shall be conducted to ensure compliance with applicable codes and standards.

**7.7.8\* Fire and Life Safety Systems Field Acceptance Inspections.** A fire and life safety system field acceptance inspection shall be conducted to ensure compliance with applicable codes and standards.

**7.7.9 Certificate of Occupancy Issued.** After the certificate of occupancy has been issued, the FPO shall notify the responsible party for fire prevention and code enforcement inspections.

## Chapter 8 Investigations

**8.1\* Scope.** This chapter establishes the organization and deployment of investigation activities.

**8.2\* Purpose.** The purpose of this chapter is to establish the organization and deployment of the FPO as it relates to the origin, cause, and circumstances of any fire, explosion, hazardous materials incident, or other hazardous condition.

### 8.3 General Requirements. (Reserved)

**8.4 Risk Assessment.** Data collected as a result of investigations conducted in accordance 8.7.1 and recorded in accordance with 8.8.1 shall be used as the basis for the CRA.

### 8.5 Qualifications of Personnel.

**8.5.1** All personnel conducting the investigation of the origin, cause, and circumstances of any fire, explosion, hazardous materials incident, or other hazardous condition shall be trained and qualified commensurate with the duties they are expected to perform.



**9.11.8.2** Educational programs under this chapter shall be developed for residents and visitors of communities within wildland urban interface areas.

**9.11.8.3** Educational programs shall cover relevant topics, including, but not limited to, wildfire prevention, defensible space, home hardening, emergency planning, and evacuations.

**9.11.8.4** Wildfire cause data shall be analyzed periodically and used to develop key educational messages for the public.

## 9.12 Alternative Educational Messaging.

**9.12.1\*** Alternative education materials and messages shall be developed based on the CRR plan developed in accordance with Chapter 5.

**9.12.2** The FPO shall develop media communications strategies that support educational programs consistent with 5.4.3 and 5.4.4 of NFPA 1037.

**9.12.3** FPO shall develop social media communications strategies that support public education programs where appropriate.

## Annex A Explanatory Material

*Annex A is not a part of the recommendations of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.*

**A.1.1.1** The committee considered different approaches to determine the number of required personnel for code enforcement/inspection activities, including population, number of buildings, risk within occupancies, occupancy types within the community, the potential for economic and life loss within the community, and a variety of other factors. The AHJ is the best source to determine the number of hours and personnel needed to meet the specific code enforcement/inspection activities required under this standard because each community has a different number and types of occupancies, populations, and critical infrastructure. Any attempt to determine an across-the-board number using only one or a few of the factors described in this standard would not take into account the unique nature of each community and would result in inadequate or surplus personnel.

**A.3.2.1 Approved.** The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the AHJ may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The AHJ may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

**A.3.2.2 Authority Having Jurisdiction (AHJ).** The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the AHJ may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor depart-

ment, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the AHJ. In many circumstances, the property owner or his or her designated agent assumes the role of the AHJ; at government installations, the commanding officer or departmental official may be the AHJ.

**A.3.3.1 Critical Infrastructure.** Examples of critical infrastructures could include water treatment plant, special structures, public safety buildings, and power plants.

**A.3.3.3.1 High-Risk Occupancy.** Examples of high-risk occupancies could include multiple-family dwellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, child care, detention, educational, health care, and industrial.

**A.3.3.3.2 Low-Risk Occupancy.** Examples of low-risk occupancies could include storage, mercantile, and business.

**A.3.3.3.3 Moderate Risk Occupancy.** Examples of moderate-risk occupancies could include ambulatory health care and industrial occupancies that do not maintain, store, use, or handle hazardous materials in excess of exempt amounts.

**A.4.2.2** See A.4.7.1 for a methodology to determine the adequate size for an FPO.

**A.4.7.1** One model for analyzing the personnel needed to achieve the level of service(s) outlined in 4.1.2 is an analysis consisting of a process in which the scope of services and duties, along with their time requirements, is combined to determine the total hours required. In many communities, one person or a few perform all the functions of code enforcement, plan examination, fire investigation, and public education. To determine personnel levels in these instances, each function should be evaluated for time and then those times added up.

**Step 1. Scope of Services, Duties, and Desired Outputs.** Identify the services and duties that are performed within the scope of the organization. Outputs should be specific, measurable, reproducible, and time limited. Among the elements can be the following:

- (1) Administration
- (2) Data collection and analysis
- (3) Delivery
- (4) Authority/responsibility
- (5) Roles/responsibilities
- (6) Local variables
- (7) Budgetary considerations
- (8) Impact of risk assessment

**Step 2. Time Demand.** Quantify the time necessary to develop, deliver, and evaluate various services and duties identified in Step 1 [see Table A.4.7.1(a)], taking into account the following:

- (1) Local nuances
- (2) Resources that affect personnel needs

**Table A.4.7.1(a) Sample Form for Required Personnel Hours**

Task	Time per Task	Total Time Required



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

**NEW BUSINESS**

**Agenda Item:** III. B.  
**Subject:** Resolution 2020-05; Fire & Life Safety Fees Schedule  
**Meeting Date:** March 10, 2020  
**Prepared By:** Shawn M. Hanson, Assistant Chief

**Background**

The fees established by Resolution 2017-06; Fire and Life Safety Fees Schedule, are not sufficient to cover the operating costs of multi-family residential and change of occupancy inspection types. Occupancy research, technology, and increased travel times are contributing factors to the proposed fees change as well as analysis of similar sized fire department fees schedules. The proposed fees in Resolution 2020-05 will assist in offsetting the civilian inspector costs for the Periodic Inspections Program.

**Funding Source/Financial Impact**

Inspection fees are designed to be cost neutral and to promote the elimination of fire and life safety hazards.

**Recommendation**

Staff recommends approving Resolution 2020-05; Fire and Life Safety Fees Schedule.

**Potential Motion**

I, move to support staff's recommendation by approving Resolution 2020-05; Fire and Life Safety Fees Schedule effective April 1, 2020.

A handwritten signature in blue ink, appearing to read "K. J. P.", is written over a horizontal line.

Fire Chief Review

March 10, 2020 BOFC Meeting





**FIRE & LIFE SAFETY SECTION  
FEES SCHEDULE  
EFFECTIVE APRIL 1, 2020  
RESOLUTION 2020-05**

<b>EXISTING BUILDING INSPECTIONS</b>	
Change of Occupancy/Business Tax License Inspection (2 visits)	<b>\$85.00</b>
Change of Occupancy/Business Tax License Re-inspections	
Second Re-Inspection	<b>\$75.00</b>
Third Re-Inspection	<b>\$80.00</b>
Fourth Re-Inspection	\$100.00
Fifth Re-Inspection	\$200.00
Existing Business/Building Inspections    0 – 1,000 square feet	
First Inspection (2 visits)	\$50.00
Second Re-Inspection	\$50.00
Third Re-Inspection	\$75.00
Fourth Re-Inspection	\$100.00
Existing Business/Building Inspections    1,001 - 3,000 square feet	
First Inspection (2 visits)	\$75.00
Second Re-Inspection	\$75.00
Third Re-Inspection	\$100.00
Fourth Re-Inspection	\$150.00
Existing Business/Building Inspections    3,001 - 10,000 square feet	
First Inspection (2 visits)	\$100.00
Second Re-Inspection	\$100.00
Third Re-Inspection	\$150.00
Fourth Re-Inspection	\$200.00
Existing Business/Building Inspections    10,001 - 100,000 square feet	
First Inspection (2 visits)	\$150.00
Second Re-Inspection	\$150.00

Third Re-Inspection	\$200.00
Fourth Re-Inspection	\$250.00
Existing Business/Building Inspections 100,001 – 200,000 square feet	
First Inspection (2 visits)	\$200.00
Second Re-Inspection	\$200.00
Third Re-Inspection	\$250.00
Fourth Re-Inspection	\$300.00
Existing Business/Building Inspections 200,001 – 300,000 square feet	
First Inspection (2 visits)	\$250.00
Second Re-Inspection	\$250.00
Third Re-Inspection	\$300.00
Fourth Re-Inspection	\$350.00
Existing Business/Building Inspections 300,001 – 400,000 square feet	
First Inspection (2 visits)	\$300.00
Second Re-Inspection	\$300.00
Third Re-Inspection	\$350.00
Fourth Re-Inspection	\$400.00
Existing Business/Building Inspections 400,001 – 500,000 square feet	
First Inspection (2 visits)	\$350.00
Second Re-Inspection	\$350.00
Third Re-Inspection	\$400.00
Fourth Re-Inspection	\$450.00
Existing Business/Building Inspections 500,001 – 600,000 square feet	
First Inspection (2 visits)	\$400.00
Second Re-Inspection	\$400.00
Third Re-Inspection	\$450.00
Fourth Re-Inspection	\$500.00
Existing Business/Building Inspections 600,001 – 700,000 square feet	
First Inspection (2 visits)	\$450.00

Second Re-Inspection	\$450.00
Third Re-Inspection	\$500.00
Fourth Re-Inspection	\$550.00
Existing Business/Building Inspections 700,001 – 800,000 square feet	
First Inspection (2 visits)	\$500.00
Second Re-Inspection	\$500.00
Third Re-Inspection	\$550.00
Fourth Re-Inspection	\$600.00
Existing Business/Building Inspections 800,001 – 900,000 square feet	
First Inspection (2 visits)	\$550.00
Second Re-Inspection	\$550.00
Third Re-Inspection	\$600.00
Fourth Re-Inspection	\$650.00
Existing Business/Building Inspections 900,001 + square feet	
First Inspection (2 visits)	\$600.00
Second Re-Inspection	\$600.00
Third Re-Inspection	\$650.00
Fourth Re-Inspection	\$700.00
Existing Multi-Family/Apartments/Condominiums	
3 to 8 units	\$95.00
9 to 12 units	\$120.00
13 to 25 units	\$160.00
26 to 50 units	\$200.00
51 to 75 units	\$260.00
76 to 100 units	\$300.00
101 to 150 units	\$360.00
151 to 200 units	\$420.00
201 units or greater	\$520.00
Existing Multi-Family/Apartments/Condominiums Re-inspections	
2 <sup>nd</sup> re-inspection: percentage of initial inspection fee	100%
3 <sup>rd</sup> re-inspection: percentage of initial inspection fee	125%
4 <sup>th</sup> and subsequent re-inspection: percentage of initial inspection fee	150%

## NEW CONSTRUCTION

First Re-Inspection	\$50.00/unit
Second Re-Inspection	\$75.00/unit
Third Re-Inspection	\$100.00/unit
Fourth Re-Inspection	\$250.00/unit
Fifth and Subsequent Re-Inspections	\$500.00/unit

## SINGLE FAMILY RESIDENTIAL FIRE SPRINKLER INSPECTION

Single Family Residential Fire Sprinkler System Inspection (Voluntary Installations)	NO CHARGE
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## KEY BOXES

Key Box Cost and Shipping plus Initial Key Box Inspection Fee	*
Initial Key Box Inspection Fee	\$50.00
Re-Inspection Fee	\$75.00
Key Exchange Inspection	\$75.00

## HYDRANTS

Fire Flow Test & Retesting	\$150.00
Each Additional Flow Point	\$35.00
Hydrant Ownership Maintenance Agreement	\$5,000.00
Hydrant Inspection (includes 1 rough inspection)	\$50.00
First Hydrant Re-Inspection	\$50.00/hydrant
Second Hydrant Re-Inspection	\$75.00/hydrant
Third Hydrant Re-Inspection	\$100.00/hydrant
Fourth Hydrant Re-Inspection	\$250.00/hydrant
Fifth Hydrant Re-Inspection	\$500.00/hydrant
Flow From Draft/Alternative Water Supply	\$250.00

## FINES

Red Tag or Stop Work Order	\$250.00
Illegal Burning	**\$50.00

## BURN PERMITS

Residential Yard Trash	\$50.00
Residential Land Clearing	\$100.00
Commercial Land Clearing	\$400.00
Agricultural Burning	No Charge

## TIME SPECIFIC INSPECTIONS

Upon Contractor or Business Owner Request	\$75.00/request
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## MISCELLANEOUS

Request for Variance Review	\$100.00
Request for Fire Compliance Deficiency	\$100.00
Fire Watch	\$100/hourly
Overtime	\$100/hourly
ISO Letter	\$25.00
Commercial Fireworks Display Permit	\$300.00
Sparkler Tent Compliance Review	\$500.00
Crowd Manager Class (per person)	\$10.00
Additional Crowd Manager Card	\$5.00
Duplicate Notice of Fire Compliance	\$10.00
Facility Evacuation Review	\$100.00
Occupant Load Changes and/or Re-Calculation	\$100.00
Partial Inspection	\$50.00
Fire and Life Safety System Minor Repair Inspection	\$50.00/hourly
Special Event Inspection without Amusement Rides	\$150.00
Special Event Inspection with Amusement Rides	\$300.00
Complaint Inspections are subject to existing building inspection fees	
^ Credit Card Payment Convenience Fee	3% of Total

\* Cost of key box and shipping plus initial key inspection fee

\*\* Costs incurred will be included

^ Credit card payments will only be processed at the Fire & Life Safety Facility

## **RESOLUTION 2020-05**

### **A RESOLUTION OF THE GREATER NAPLES FIRE RESCUE DISTRICT OF COLLIER COUNTY, FLORIDA, SUPERSEDING RESOLUTION 2017-06, FIRE AND LIFE SAFETY FEES SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 633.216(1), Florida Statutes, provides that each special district that has fire safety enforcement responsibilities shall employ or contract with a firesafety inspector and the firesafety inspector must conduct all fire safety inspections as required;

**WHEREAS**, Section 633.216(1), Florida Statutes, authorizes the adoption of a schedule of fees to pay the costs of the inspections conducted and related administrative costs;

**WHEREAS**, Section 633.208(2), Florida Statutes, requires that each special district with firesafety responsibilities shall enforce the Florida Fire Prevention Code as the minimum fire safety code;

**WHEREAS**, Rule 69A-60.007, Florida Administrative Code, requires that enforcement of the Florida Fire Prevention Code requires inspection of each new building subject to the Florida Fire Prevention Code and includes periodic inspection of each existing building subject to the Florida Fire Prevention Code;

**WHEREAS**, Section 191.009(3)(d), Florida Statutes, authorizes independent special fire control and rescue districts to provide a reasonable schedule of charges for inspecting structures, plans, and equipment to determine compliance with firesafety codes and standards;

**WHEREAS**, Article V of Section 4 of Chapter 2014-240, Laws of Florida, authorizes the District to charge fees or service charges in accordance with Chapter 191, Florida Statutes;

**WHEREAS**, the District charges fire hydrant ownership and maintenance fees for those hydrants located behind the master meters and not otherwise owned by Collier County Water-Sewer District that are owned by the District from the developer or property owner upon acceptance of a new hydrant by the District;

**WHEREAS**, this Resolution shall supersede Resolution 2017-06;

**WHEREAS**, in the event this Resolution conflicts with any other applicable resolution or ordinance of the Greater Naples Fire Rescue District or other applicable law, the more restrictive shall apply and if any phrase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

**NOW THEREFORE BE IT RESOLVED BY THE GREATER NAPLES FIRE RESCUE DISTRICT** that the Schedule of Fire and Life Safety Fees, attached hereto, and incorporated by reference, sets forth fair and reasonable sums to be assessed to those who receive the benefits of those District activities and services required by Florida Statutes and the District.

**BE IT FURTHER RESOLVED** that this Resolution and the attached fees schedule shall be recorded as part of the official minutes of this Board and Resolution 2020-05 is hereby adopted. This Resolution and its fees shall become effective on 1st day of April, 2020.

**PASSED AND DULY ADOPTED** by the Greater Naples Fire Rescue District Board of Fire Commissioners of Collier County, Florida, this 10th day of May, 2020.

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Chairman Jeff Page

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Commissioner Kevin Gerrity

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Commissioner David Stedman

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Commissioner Charlie Cottiers

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Commissioner Tom Henning



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

**NEW BUSINESS**

**Agenda Item:** III. C.  
**Subject:** 2019 Assistance to Firefighters Grant  
**Meeting Date:** March 10, 2020  
**Prepared By:** Kevin Nelmes, Division Chief

**Background**

The Assistance to Firefighters Grant (AFG) cycle was announced. This is a competitive discretionary grant program comprised of three interconnected component programs: Operations and Safety, Vehicle Acquisition and Joint/regional. The 2019 AFG Grant application period closes on March 13, 2020.

The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The program provides direct financial assistance to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTA). The funds will provide current equipment to enhance ALS interoperability and complete reporting capability with Collier County EMS. Repair costs are currently exceeding the value of existing equipment in excess of 10 years.

The District desires to purchase:

Zoll Monitors X-Series	16 @ \$30,000 = \$480,000
AEDs	65 @ \$1,495 = \$97,175
Total	<u>\$577,175</u>

**Financial Source/ Financial Impact**

The grant program conditions described will require a total cost sharing of not less than 10% of the total award. This funding is not included in the current Greater Naples Fire Rescue District budget. If awarded, funds will be included in 2020-2021 budget or identified in the District's reserve funding strategy as awards are usually made late in grant cycle fiscal year.

**Recommendation**

Approve staff to submit a District application for the purpose of securing equipment and technology to enhance the level of emergency medical services provided, not to exceed \$600,000 (\$60,000 match).

**Potential Motion**

I move to support Staff's recommendation to develop and submit a FY 2019 AFG Grant as proposed."





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

**NEW BUSINESS**

**Agenda Item:** III. D.  
**Subject:** HEROS Grant  
**Meeting Date:** March 10, 2020  
**Prepared By:** Kevin Nelmes, Division Chief

**Background**

The Greater Naples Fire Rescue District was previously awarded a Helping Emergency Responders Obtain Support (HEROS) Grant. The purpose is to reduce the number of drug/opioid overdose-related deaths and adverse events by providing emergency responders with the appropriate pharmaceutical resources to address this crisis.

On February 27, 2020 Greater Naples Fire Rescue District received 125 doses of emergency opioid antagonist that can be administered by Paramedics and EMT.

**Financial Source/ Financial Impact:** N/A

**Recommendation**

Staff recommends accepting the pharmaceutical resources offered through the HEROS Program.

**Potential Motion**

Move to proceed with accepting the pharmaceutical resources offered through the HEROS Program.

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

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Scott A. Rivkees, MD**  
State Surgeon General

**Vision:** To be the Healthiest State in the Nation

February 10, 2020

Kingman Schuldt  
Greater Naples Fire Rescue District  
14575 Collier Boulevard  
Naples, Florida 34119

Dear Kingman Schuldt:

The Department of Health is pleased to award emergency opioid antagonists to your agency through the Helping Emergency Responders Obtain Support (HEROS) Program. The purpose of this program is to reduce the number of drug/opioid overdose-related deaths and adverse events by providing emergency responders with the appropriate pharmaceutical resources to address this crisis.

Your agency has been approved to receive the following emergency opioid antagonist:

Quantity (Doses)	Type	
0	Intranasal	Dose: 4mg Package Size: 1 package contains 2 doses
100	Syringe	Dose: 2ml Package Size: 1 package contains 10 doses (Luerlock prefilled syringe)
0	Syringe	Dose: 2ml Package Size: 1 package contains 10 doses (Min-I-JET prefilled syringe; 21G x 1-1/2-inch fixed needle)
25	Vial	Dose: 0.4mg/mL = 1mL vial Package Size: 1 package contains 25 vials

Your agency must meet the following requirements before March 31, 2020 to receive the award:

- Awardees must register for the Minnesota Multi-State Contracting Alliance for Pharmacy Agreement (MMCAP). MMCAP's primary function is to provide a full range of pharmaceuticals to its participating agencies. MMCAP participation is free of charge and applicants may register at <http://www.mmd.admin.state.mn.us/MMCAP/background/NewMemberInfo.aspx>.
- Licensed EMS agency applicants must have the ability to report Naloxone administrations through the Emergency Medical Services Tracking and Reporting System (EMSTARS) to document Naloxone administrations. All other applicants must have the ability to report to the Washington/Baltimore High Intensity Drug Trafficking Overdose Detection Mapping Application Program (OD Maps) identified in Chapter 401.253(1), Florida Statutes. Applicants may register for OD Maps free of charge at <http://www.hidta.org/odmap/>. Applications may be approved for funding pending registration with OD Maps or software upgrades pending for EMSTARS.

Your agency's requirement status is listed below:

Status	Requirements
Yes	MMCAP
Yes	Reporting Requirement

Your agency is required to meet the MMCAP and the reporting requirements (either EMSTARS or OD Maps). If the Department's records reflect both requirements met, the Department will ship the emergency opioid antagonist between February and April to the shipping address that was provided in your submitted application. The Department will not ship the emergency opioid antagonist until the Department verifies that both requirements have been met.

Upon receiving the product, a designated person shall compare the shipping invoice with the products and quantities received. This person shall verify the shipment and certify the receipt. Any discrepancies (including shortages, overages, or incorrect product) between the listed quantity shipped and the actual quantity received must be noted with notification sent to [Cardinal\\_Invoices@flhealth.gov](mailto:Cardinal_Invoices@flhealth.gov) the same day. Copies of the invoices/packing slips should be scanned and emailed to [Cardinal\\_Invoices@flhealth.gov](mailto:Cardinal_Invoices@flhealth.gov). ***This documentation must be signed by the party responsible for receiving, dated with the receiving date and the discrepancy noted.***

Your agency must agree to return to the address below, all expired, obsolete, or contaminated emergency opioid antagonist provided through this program. Please complete the attached **Narcan Return Form**. The form may also be found on the HEROS Program's website. Place the completed form in the box with the product to be returned and retain a copy for your records. Send the package to the address below:

Florida Department of Health  
Bureau of Public Health Pharmacy  
104-2 Hamilton Park Drive  
Tallahassee, Florida 32304  
Attention: Central Pharmacy Quarantine

Thank you for your participation in this state HEROS Program. If you need assistance, please contact the Division of Emergency Preparedness and Community Support, HEROS Support Coordinator, Briana Killings at 850-245-9774 or [Briana.Killings@flhealth.gov](mailto:Briana.Killings@flhealth.gov).

Sincerely,



Doug Woodlief  
Division Director  
Emergency Preparedness and Community Support

DW/vrj  
Attachment



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

**NEW BUSINESS**

**Agenda Item:** III. E.  
**Subject:** 175 DROP Resolution  
**Meeting Date:** March 10, 2020  
**Prepared By:** Tara Bishop, Director

**Background**

The 175 Pension Plan currently has a DROP provision available to qualifying participants, however the parameters of the DROP have not been established by Resolution for inclusion into the 175 Plan document. It is the desire of the 175 Plan Trustees and Board of Fire Commissioners to implement the DROP for eligible members.

A DROP Resolution (2020-04) and Impact Statement have been provided by the Pension Board of Trustees for consideration.

The Resolution and contents have been presented to the Union and successfully negotiated, and approved by the Pension Trustees. Of notable interest from previous discussions: COLA is 3% and the Interest rate is 1.3%.

**Funding Source/Financial Impact:** N/A

**Recommendation**

Staff recommends adoption of Resolution 2020-04

**Potential Motion**

No motion presented

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

## **RESOLUTION 2020- 04**

### **GREATER NAPLES FIRE RESCUE DISTRICT RESOLUTION AMENDING THE DEFINITION OF SALARY; PROVIDING FOR THE ADDITION OF A DEFERRED RETIREMENT OPTION PLAN TO THE GREATER NAPLES FIRE RESCUE DISTRICT FIREFIGHTERS' PENSION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Greater Naples Fire Rescue District maintains for the benefit of firefighters employed by the District a local law pension plan pursuant to Chapter 175, Florida Statutes, known as the Greater Naples Fire Rescue District Firefighters' Pension Plan (the "Plan"), which plan is set forth in the District's Resolution 96-03, as amended; and

**WHEREAS**, Section 175.032, Florida Statutes, excludes from pensionable salary any unused sick and annual leave with regard to service earned under a collective bargaining agreement entered into on or after July 1, 2011 and clarification to the pension plan's terms are necessary to comply with state statute; and

**WHEREAS**, the District and the bargaining representative of the firefighters of the Plan, IAFF Local 2396, have ratified a collective bargaining agreement that provides for the establishment of a Deferred Retirement Option Plan ("DROP") as set forth herein; and

**WHEREAS**, an actuarial impact statement has been produced in connection with the amendment to the Plan contained in this Resolution, a copy of which statement has been attached to this Resolution; and

Page 1 of 8

Attorney Ken Harrison, Sugarman & Susskind,  
2019 DROP Resolution (as Revised 15Nov2019) **Trustee Approved 13Feb2020 + AIS**

**WHEREAS**, public notice of a meeting of the Board of Fire Commissioners for the consideration of the present Resolution was duly effectuated by publication in a newspaper of general circulation in the District as provided by law; and

**WHEREAS**, a public meeting before the Board of Fire Commissioners was held pursuant to the notice referenced above, at which meeting all interested persons were afforded an opportunity to be heard;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FIRE COMMISSIONERS OF THE GREATER NAPLES FIRE RESCUE DISTRICT, COLLIER COUNTY, FLORIDA:**

**Section 1.** Resolution 96-03 is hereby amended by adding the following underlined language to and deleting the following stricken language from Section 2, Subparagraph o:

**Section 2.** Definitions

\*\*\* \* \*

o. "Salary" means a member's monthly compensation for work performed for the district or the East Naples Fire Control and Rescue District arising from the member's employment as a firefighter, including up to 300 hours of overtime annually, and includes any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the member by reason of Section 125 or 457 of the Internal Revenue Code. For the purposes of determining the limits under Section 415 of the Code, the Plan Years beginning after December 31, 2000, this definition of "salary" shall include employee deferrals, such as those under Section 132(f) of the Code, as required under Section 415(c)(3)(D) of the Code. Effective October 1, 2013, the term salary shall not include any payment for unused annual and/or sick leave accrued on or after said date.

Page 2 of 8

Attorney Ken Harrison, Sugarman & Susskind,  
2019 DROP Resolution (as Revised 15Nov2019) **Trustee Approved 13Feb2020 + AIS**

Notwithstanding, any unused annual and/or sick leave accrued as of September 30, 2013 shall be included for pension benefit calculation purposes accordingly.

\* \* \* \* \*

**Section 2.** Resolution 96-03 is hereby amended by inserting the following as Section 24, *Deferred Retirement Option Plan (DROP)*, and by renumbering all subsequent sections accordingly:

**Section 24. Deferred Retirement Option Plan (DROP).**

A DROP, as set forth below, is established and shall be administered by the board of trustees of the Greater Naples Fire Rescue District Firefighters' Pension Plan. Participation shall be subject to the following terms and conditions:

- a. *Eligibility.*
  - i. A firefighter of the Plan who is in full-time work status may elect to participate in the DROP at any time within one year after the first day of the month coincident with or next following the firefighter's early retirement date, or, in the alternative, within one year after the first day of the month coincident with or next following the firefighter's normal retirement date. The effective date of the firefighter's participation shall be the date of such election.
  - ii. In order to permit the participation in the DROP of firefighters who are in full-time work status on the effective date of this Resolution, and whose early and/or normal retirement date occurred more than 30 days prior to the effective date of this Resolution, a one calendar year window, beginning on the effective date of this Resolution, is hereby provided within which any such eligible firefighter may elect to participate in the DROP effective the date of such election, provided that the firefighter continues to be employed by the District in full-time work status as of the date of such election.

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Attorney Ken Harrison, Sugarman & Susskind,  
2019 DROP Resolution (as Revised 15Nov2019) **Trustee Approved 13Feb2020 + AIS**

b. Written election. The election to participate in the DROP as provided above shall be executed on such forms as may be required by the board of trustees, and shall be irrevocable.

c. Cessation or reduction of contributions. Upon the effective date of a firefighter's participation in the DROP, all contributions by and on behalf of the firefighter to the plan shall be discontinued. After a firefighter commences participation in the DROP, he or she shall not be permitted to again contribute to the System nor shall he or she be eligible for disability or pre-retirement death benefits, except as may be provided for herein.

d. Benefit calculation. Upon commencement of participation in the DROP, the firefighter shall no longer earn, nor accrue, nor be eligible to purchase, additional credited service. For all plan purposes, a firefighter's service and vesting credits shall be fixed as of the effective date of commencement of DROP participation. No service after entry into the DROP shall be used for the calculation or the determination of benefits payable by the plan. The firefighter's average final compensation, as defined herein, shall be determined as of the effective date of commencement of participation in the DROP and no subsequent earnings shall be used for calculation or determination of benefits payable by the plan. If a firefighter elects to enter the DROP following the attainment of the firefighter's early retirement date, and before reaching his or her normal retirement date, the firefighter's DROP account will be credited with reduced payments reflecting requisite actuarial reductions in accordance with the plan's provisions.

e. Benefit credits to DROP account.

1. Upon entry into DROP, the monthly retirement benefit which would have been payable had the firefighter ceased employment and commenced receiving a normal retirement benefit or early retirement benefit (whichever is applicable) shall be credited to the firefighter's DROP account on a monthly basis. Benefit payments credited to a firefighter's DROP account shall include the annual three percent (3%) cost-of-living adjustment. The crediting of benefit payments to the DROP shall cease upon the attainment of the maximum period of DROP participation. After a firefighter



commences participation in the DROP, no changes to such firefighter's form of benefit election shall be permitted.

2. No firefighter shall receive a credit to the firefighter's DROP account until the required DROP forms have been submitted, including the firefighter's irrevocable letter of resignation which shall be filed with the plan and the District in its capacity as the employer.

f. DROP account earnings. Each DROP account shall be credited with interest earnings at a rate of one and three-tenths percent (1.3%) compounded annually, less administrative fees as set forth in subparagraph h.

g. Maximum period of participation. A firefighter may elect to participate in the DROP only once. The maximum participation period shall be sixty (60) months. At the conclusion of the maximum period of DROP participation, the crediting of benefit payments to the DROP account shall cease and the firefighter's termination from employment with the District shall become effective pursuant to the executed irrevocable letter of resignation. The distribution of DROP benefits shall commence as set forth in subparagraph i below. There shall be no minimum period of participation in the DROP.

h. Administrative fee for DROP account. An annual administrative fee shall be charged on January 1 of each year against all DROP accounts in existence under the plan on said date, in an amount to be determined by the Board of Trustees. In no event shall such administrative fee exceed one-half of one percent (0.5%).

i. Distribution of DROP account.

1. Upon termination of a firefighter's employment with the District, whether by retirement, resignation, discharge or death, no further credits shall be deposited to the firefighter's respective DROP account.

2. All retirement benefits paid after termination of employment shall be made directly to the firefighter, or in the case of death, in accordance with any survivorship option which the firefighter has elected.

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2019 DROP Resolution (as Revised 15Nov2019) **Trustee Approved 13Feb2020 + AIS**

3. Within ninety (90) days following the last day of the month in which the firefighter terminated employment (or, in the case of the death of the firefighter during his or her participation in the DROP, within ninety (90) days following the last day of the month in which the death occurs), the balance of the firefighter's DROP account shall be paid to the firefighter (or in the case of the death of the firefighter, to the firefighter's designated beneficiary under the Plan) as a lump sum or by rollover to another qualified retirement plan. The firefighter, or the firefighter's designated beneficiary in the case of the death of the firefighter, must elect the method of payment within sixty (60) days from the date of the firefighter's termination of employment under the DROP and such election shall be filed with the board of trustees and be irrevocable. Failure to elect a payment within the prescribed time shall be deemed an election to receive payment of the entire DROP account balance in a lump sum, less required income tax withholding.

4. Notwithstanding the option selected by the firefighter, the board of trustees reserves the right to accelerate payments to comply with the minimum distribution provisions of the Internal Revenue Code or to defer payments to comply with the maximum benefit provisions of the Internal Revenue Code.

j. Back DROP (BAC-DROP) is a partial lump sum distribution of an actuarially calculated benefit sum. An eligible firefighter may have a portion of his/her Normal Retirement benefit paid in a lump sum with the remaining monthly benefits being adjusted in accordance with the provisions of the BAC-DROP, as hereinafter set forth.

1. Eligibility; Duration of BAC-DROP Election. In order to permit participation in the BAC-DROP for firefighters who are in full-time work status on the date of this Resolution, and whose Early and /or Normal Retirement date occurred more than 12 months prior to the effective date of this Resolution, a 90 day window shall be provided to such eligible firefighters to enter the BAC-DROP with an effective date to be within 12 months of such employee's Early or Normal Retirement date.

a. In order for a firefighter to be eligible to participate in the BAC-DROP, such member must have attained his/her Early or

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Normal Retirement date. A member who has elected to participate in the DROP is ineligible to participate in BAC-DROP.

b. To qualify for participation in BAC-DROP, an eligible firefighter must elect to participate in BAC-DROP at the time of application for Retirement which shall be at least thirty (30) days prior to the date of Retirement.

2. Participation in BAC-DROP. Lump sum BAC-DROP distributions to eligible firefighters shall not exceed the equivalent of sixty months of Normal Retirement benefits as determined. The amount of the lump sum BAC-DROP distribution elected by the eligible firefighter must be expressed in whole number multiples of the monthly Normal Retirement benefit. The monthly Normal Retirement benefit otherwise due to the BAC-DROP eligible firefighter shall be actuarially reduced by the amount of the lump sum BAC-DROP distributions elected, to produce actuarially equivalent benefit amounts. For the avoidance of doubt, when:

(i) the amount of the lump sum BAC-DROP distribution elected is considered together with;

(ii) the future actuarially reduced monthly Normal Retirement benefits; the combination of (i) and (ii) above has an actuarially equivalent cost to the Plan when compared to the actuarial cost of the firefighter not participating in BAC-DROP.

The actuarial reduction and equivalence shall be determined by the Plan's actuary.

3. A firefighter may elect to defer receiving the lump sum 60-month BAC-DROP distribution described above for a period not to exceed ninety days (90) after such firefighter's termination of employment with the District. Interest shall not be paid on the deferred lump sum BAC-DROP distribution. The exercise of rights under this subsection shall be consistent with the rules of constructive receipt under the Internal Revenue Code.

4. BAC-DROP amount earnings. BAC-DROP sums shall not receive any credited interest or earnings and shall be calculated and distributed as a lump sum amount as described herein.

**Section 3.** All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 4.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

**Section 5.** This Resolution shall become effective immediately upon adoption.

We, the undersigned hereby certify that the Greater Naples Fire Rescue District Board of Fire Commissioners is comprised of five members, of whom \_\_\_\_, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this \_\_\_\_ day of \_\_\_\_\_, 2020, and that 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 Jeff Page

\_\_\_\_\_  
Commissioner Tom Henning

\_\_\_\_\_  
Commissioner Kevin Gerrity

\_\_\_\_\_  
Commissioner David Stedman

\_\_\_\_\_  
Commissioner Charles Cottiers

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Attorney Ken Harrison, Sugarman & Susskind,  
2019 DROP Resolution (as Revised 15Nov2019) **Trustee Approved 13Feb2020 + AIS**

GREATER NAPLES FIRE RESCUE DISTRICT  
FIREFIGHTERS' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

March 2, 2020  
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) and the Required District Contribution, resulting from the implementation of the following changes:

1. Amending the definition of Salary to include annual leave accrued prior to October 1, 2013.
2. Implementation of a Deferred Retirement Option Plan (no cost).
3. Implementation of a BAC-DROP (no cost).

The cost impact, determined as of October 1, 2018, applicable to the fiscal year ending September 30, 2020, is as follows:

	<u>Proposed</u>	<u>Current</u>
Total Required Contribution		
% of Projected Annual Payroll	17.24%	14.08%
Member Contributions (Est.)		
% of Projected Annual Payroll	3.00%	3.00%
Required District & State Contribution		
% of Projected Annual Payroll	14.24%	11.08%
<b>Normal Cost Minimum Funding</b>		
<b>(District and State)</b>		
% of Projected Annual Payroll	<b>33.03%</b>	<b>32.41%</b>
State Contribution (Est.) <sup>1</sup>	\$679,099	\$679,099
% of Projected Annual Payroll	16.49%	16.49%
District Required Contribution <sup>2</sup>		
% of Projected Annual Payroll	16.54%	15.92%

<sup>1</sup> Represents the applicable amount received in calendar 2019. As per a Memorandum of Understanding between the Membership and the District, \$679,098.83 of the State Monies received each year will be available to offset the District's required contribution. Any additional State Monies in excess of \$679,098.83 will be used to fund the Share Plan.

GREATER NAPLES FIRE RESCUE DISTRICT  
FIREFIGHTERS' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

March 2, 2020  
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

All assumptions and methods used are the same as described in the October 1, 2018 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions.



Sara E. Carlson, ASA, EA, MAAA  
Enrolled Actuary #17-8546

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed amendment.



Chairman, Board of Trustees

## COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
<b>A. Participant Data</b>		
Actives	42	42
Service Retirees	1	1
Beneficiaries	0	0
Disability Retirees	2	2
Terminated Vested	<u>8</u>	<u>8</u>
Total	53	53
Total Annual Payroll	\$4,118,642	\$4,118,642
Payroll Under Assumed Ret. Age	4,118,642	4,118,642
Annual Rate of Payments to:		
Service Retirees	54,411	54,411
Beneficiaries	0	0
Disability Retirees	55,040	55,040
Terminated Vested	172,458	172,458
<b>B. Assets</b>		
Actuarial Value (AVA) <sup>1</sup>	29,996,511	29,996,511
Market Value (MVA) <sup>1</sup>	29,996,511	29,996,511
<b>C. Liabilities</b>		
Present Value of Benefits		
Actives		
Retirement Benefits	32,462,745	31,867,891
Disability Benefits	1,589,300	1,562,940
Death Benefits	179,557	176,527
Vested Benefits	18,695	18,678
Refund of Contributions	357	357
Service Retirees	702,880	702,880
Beneficiaries	0	0
Disability Retirees	731,573	731,573
Terminated Vested	1,320,985	1,320,985
Share Plan Balances <sup>1</sup>	<u>1,093,247</u>	<u>1,093,247</u>
Total	38,099,339	37,475,078

C. Liabilities - (Continued)	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Present Value of Future Salaries	32,982,258	32,982,258
Present Value of Future Member Contributions	989,468	989,468
Normal Cost (Retirement)	1,291,378	1,268,616
Normal Cost (Disability)	124,543	122,558
Normal Cost (Death)	9,907	9,741
Normal Cost (Vesting)	2,744	2,741
Normal Cost (Refunds)	<u>204</u>	<u>204</u>
Total Normal Cost	1,428,776	1,403,860
Present Value of Future Normal Costs	11,322,090	11,134,052
Accrued Liability (Retirement)	22,107,516	21,685,765
Accrued Liability (Disability)	702,057	689,460
Accrued Liability (Death)	106,439	104,575
Accrued Liability (Vesting)	12,399	12,388
Accrued Liability (Refunds)	153	153
Accrued Liability (Inactives)	2,755,438	2,755,438
Share Plan Balances <sup>1</sup>	<u>1,093,247</u>	<u>1,093,247</u>
Total Actuarial Accrued Liability (EAN AL)	26,777,249	26,341,026
Unfunded Actuarial Accrued Liability (UAAL)	(3,219,262)	(3,655,485)
Funded Ratio (AVA / EAN AL)	112.0%	113.9%



D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances <sup>1</sup>	3,848,685	3,848,685
Actives	11,967,467	11,739,954
Member Contributions	<u>803,600</u>	<u>803,600</u>
Total	16,619,752	16,392,239
Non-vested Accrued Benefits	<u>1,910,733</u>	<u>1,864,323</u>
Total Present Value		
Accrued Benefits (PVAB)	18,530,485	18,256,562
Funded Ratio (MVA / PVAB)	161.9%	164.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	273,923	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	273,923	

Valuation Date	New Benefits	Old Benefits
Applicable to Fiscal Year Ending	10/1/2018 <u>9/30/2020</u>	10/1/2018 <u>9/30/2020</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll <sup>2</sup>	36.03	35.41
Administrative Expenses (with interest)		
% of Total Annual Payroll <sup>2</sup>	4.57	4.57
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 24 years (as of 10/1/2018, with interest)		
% of Total Annual Payroll <sup>2</sup>	(23.36)	(25.90)
Total Required Contribution		
% of Total Annual Payroll <sup>2</sup>	17.24	14.08
Expected Member Contributions		
% of Total Annual Payroll <sup>2</sup>	3.00	3.00
Expected District and State Contribution		
% of Total Annual Payroll <sup>2</sup>	14.24	11.08

<sup>1</sup> The asset values and liabilities include accumulated Share Plan Balances as of 9/30/2018.

<sup>2</sup> Contributions developed as of 10/1/2018 are expressed as a percentage of total annual payroll at 10/1/2018 of \$4,118,642.

## ACTUARIAL ASSUMPTIONS AND METHODS

### Mortality Rate

#### *Healthy Active Lives:*

**Female:** RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

**Male:** RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

#### *Healthy Inactive Lives:*

**Female:** RP2000 Generational, 100% Annuitant White Collar, Scale BB

**Male:** RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

#### *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 above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

### Interest Rate

7.75% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

### Salary Increases

<u>Years of Service</u>	<u>% Increase in Salary</u>
Less than 2	15.0%
2-9	7.0
10-14	6.5
15-19	6.0
20 and Higher	5.5

The above rates are based on results of the August 4, 2014 Experience Study.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$181,342 annually, based on actual expenses incurred in the prior fiscal year.

Normal Retirement Age

Earlier of 1) Age 55 with 6 years of Credited Service or 2) the completion of 25 years of Credited Service, regardless of age. Also, any Member who has reached Normal Retirement is assumed to continue employment for one additional year.

The above rates are considered reasonable based on Plan provisions.

Early Retirement Age

Attainment of age 50 with 6 years of Credited Service. Members are assumed to retire with an immediate subsidized benefit at the same rate assumed for termination of service.

The above rates are considered reasonable based on Plan provisions.

Termination Rates

<u>Years of Service</u>	<u>Probability</u>
Less than 6	4.5%
6-9	1.5
10 and Higher	0.0

The above rates are based on results of the August 4, 2014 Experience Study.

Disability Rates

See sample rates that follow. 90% (previously 75%) of disabilities are assumed to be service-incurred. These rates are consistent with those utilized by other Florida public safety Plans.

<u>Age</u>	<u>Probability of Becoming Disabled in Next Year</u>
20	0.14%
25	0.15
30	0.18
35	0.23
40	0.30
45	0.51
50	1.00
55	1.55

Post Retirement COLA

3.00% per year for all categories of retirement.

Funding Method

Individual Entry Age Normal Actuarial Cost Method  
(level percent of pay).

Actuarial Asset Method

Fair Market Value, net of investment-related expenses.

## SUMMARY OF CURRENT PLAN

<u>Eligibility</u>	Full-time employees hired after December 31, 1995 by the East Naples Fire Control and Rescue District who are classified as certified Firefighters participate in the Plan as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the District as a Firefighter.
<u>Compensation</u>	Monthly compensation, including up to 300 hours of overtime annually, but excluding lump sum payments of unused leave.
<u>Average Final Compensation</u>	Average Compensation for the best five (5) years of Credited Service.
<u>Member Contributions</u>	3.0% of Compensation.
<u>District and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, over 30 years.
<u>Normal Retirement</u>	
Date	Earlier of 1) age 55 and the completion of 6 years of Credited Service, or 2) the completion of 25 years of credited service, regardless of age.
Benefit Amount	3.00% of Average Final Compensation (AFC) <u>times</u> Credited Service, limited to 100% of AFC.  In addition, a monthly supplemental benefit of \$5 times Credited Service is payable, with a minimum of \$50 per month and a maximum of \$150 per month.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Date	Age 50 and the completion of 6 years of Credited Service.
Benefit Amount	Accrued benefit, reduced 3% per year retirement precedes the earlier of age 55 and 6 years of service or the date when 25 years of service would have been completed.

### Vesting

Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at age 55 (unreduced), or age 50, reduced as for Early Retirement.  Non-vested members receive a refund of member contributions.

### Disability

Eligibility	Total and permanent as determined by the Board of Trustees. Members are covered from Date of Employment (Service Incurred), or after 8 years of Credited Service (Non-Service Incurred).
Benefit Amount	Accrued benefit, but not less than 42% of Average Final Compensation (Service Incurred), or 25% of Average Final Compensation (Non-Service Incurred).
Duration	Payable for life with 10 years certain or until recovery (as determined by the Board).

### Death Benefits

Pre-Retirement	
Vested	Accrued benefit, actuarially reduced for commencement prior to age 50. The benefit is determined as if the participant had retired immediately prior to death and had chosen the 10 Year Certain and Life Annuity.
Non-Vested	Refund of member contributions.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

### Cost of Living Adjustment

Eligibility	Normal and Early service Retirees and Beneficiaries, Disability Retirees and Vested, Terminated Retirees.
Amount	3.0% increase at the beginning of each fiscal plan year.

## Chapter 175 Share Accounts

### Allocation

Effective October 1, 2009, the initial accumulated Excess State Monies Reserve of \$1,217,569 shall be allocated to all active members who were employed on or before September 30, 2008 in a pro-rata fashion according to months of Credited Service. For subsequent years after the frozen State contribution is reduced to \$659,404, premium tax monies received pursuant to Chapter 175, Florida Statutes in excess of \$659,404 will be allocated to individual Member Share accounts based on months of Credited Service, determined as of September 30.

Notwithstanding the above, per a Memorandum of Understanding between the Membership and the District effective June 28, 2018, State Monies in excess of \$679,098.83 will be used to fund the Share Plan.

### Investment Earnings

Net rate of investment return realized by the Plan for the preceding Plan Year. Members within 5 years of the Normal Retirement Date have a one-time option of changing the interest crediting as realized by a money market mutual fund selected by the Board. Investment earnings will not begin to accrue until the frozen State contribution is reduced to the \$659,404 level.

### Vesting Schedule

Same as for other benefits.

### Distribution

Lump sum payment at retirement, termination, disability, or death.

## Board of Trustees

Two Trustees appointed by the Board of Fire Commissioners, two Members of the Plan elected by the membership, and a fifth Member elected by other 4 and appointed by the Board of Fire Commissioners as a ministerial duty.





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

**NEW BUSINESS**

**Agenda Item:** III. F.  
**Subject:** Ochopee Management Agreement  
**Meeting Date:** March 10, 2020  
**Prepared By:** Tara Bishop, Director

**Background**

The District is currently under a Management Agreement with the Collier County for the purpose of providing fire rescue services to the Ochopee Dependent Municipal Services Taxing Unit that is set to expire September 30, 2020. The attached Agreement addresses legislative action to merge the Ochopee service area into the Greater Naples Fire Rescue District, no later than the 2022 Legislative session. Included is supplemental funding for apparatus replacement and long-term sustainability necessary to off-set current budgetary shortfalls.

**Financial Source/ Financial Impact**

No change to the present Agreement terms until the merger takes effect. Additional revenue is addressed post-merger to facilitate a reduced millage rate of 3.75.

**Recommendation**

Staff recommends the Ochopee Management Agreement be considered by the Board in concept, and approved pending acceptance of the Districts legal review and recommendations by the County.

**Potential Motion**

I move to accept staff's recommendation and accept the management agreement for the Ochopee Fire Control and Rescue District in concept pending inclusion by the County of the District Legal recommendations.

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

**INTERLOCAL AGREEMENT FOR FIRE AND RESCUE SERVICES  
BY AND BETWEEN  
COLLIER COUNTY AND GREATER NAPLES FIRE RESCUE DISTRICT**

This Interlocal Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the Greater Naples Fire Rescue District, an Independent Special District created under Chapter 2014-240, Laws of Florida, and operated pursuant to Chapter 191, Florida Statutes (hereinafter referred to as "Greater Naples").

**RECITALS:**

WHEREAS, by Ordinance No. 78-49, as subsequently amended, the County created the Ochopee Municipal Fire Services Taxing District (hereinafter referred to as the "Ochopee Fire Control District"), "for the purpose of providing, equipping, operating, and maintaining a rescue and fire department within the district; to buy, lease, sell, exchange or otherwise acquire, hold and dispose of equipment and other personal or real property and to provide an adequate water supply for fire prevention and protection purposes; to employ and discharge employees and authorize them to enter upon private and public property at reasonable times to inspect, combat and investigate possible and actual fire hazards and occurrences; to promulgate rules and regulations for the prevention and control of fire and to otherwise protect persons and property within the district;" and

WHEREAS, the parties entered into an Interlocal Agreement for Fire and Rescue Services dated September 13, 2016, which was amended and extended by an agreement dated July 9, 2019, which agreements related to (1) the consolidation of the Ochopee Fire Control District into Greater Naples, which requires appropriate action by the Florida Legislature and approval at referendum of the qualified electors within the Ochopee Fire Control District, and (2) the management of the Ochopee Fire Control District by Greater Naples until consolidation occurred; and

WHEREAS, the County would like Greater Naples to continue to manage the Ochopee Fire Control District including its fire stations ("Fire Stations 60, 61, 66; and 63 under the provisions of the FDOT grant") on behalf of the Board of County Commissioners, which Greater Naples is willing to do, pursuant to and in accordance with the terms of this Interlocal Agreement, which is intended to supersede and replace the prior Interlocal Agreements set forth above; and

WHEREAS, the Interlocal Cooperation Act of 1969 set forth in Chapter 163, Florida Statutes, authorizes the joint exercise of any power, privilege or authority which the public agencies involved might separately exercise.

**WITNESSETH:**

NOW, THEREFORE, in accordance with the mutual covenants contained herein, the parties agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall commence on March 1, 2020 and will terminate by December 31, 2022 and will thereafter automatically renew for one-year increments subject to termination by either party in accordance with this Agreement or upon annexation of Ochopee Fire District. Greater Naples agrees to initiate annexation legislation no later than the 2022 legislative session.

2. **TERMS OF PAYMENT:** The County will continue to set the annual millage rate for the Ochopee Fire Control District at 4.0 mills. The County will pay Greater Naples in monthly installments the amount that is collected from this MSTU net of costs required to be paid to the property appraiser, tax collector as well as any other associated fees and costs. The County will provide a monthly accounting of all revenue and expenses including any withheld costs and fees.

Prior to the receipt of ad valorem property tax revenue, which generally does not post until late November, the County will pay to Greater Naples on or about October 1st, a sum equal to two twelfths (2/12) of 95% of ad valorem proceeds budgeted. Thereafter monthly beginning with the December posting, the County will pay to Greater Naples the exact amount of ad valorem proceeds posted until the last monthly posting (generally in June or July). In August, after the last ad valorem tax receipt is posted, the County will pay to Greater Naples a true up amount which is defined as the total amount of ad valorem proceeds posted to the County's accounting system less the amount paid. In no instance will the amount of ad valorem proceeds paid to Greater Naples exceed the amount of ad valorem revenue posted in the County's accounting system.

Until consolidation, Collier County will pay in the first quarter of the fiscal year to Greater Naples for the length of the agreement the revenue amount budgeted as "Transfer from 001 General Fund" consistent with the FY 17 approved budget figure in the amount of \$565,100. Additionally, upon successful enactment of state legislation allowing annexation, the County will pay Greater Naples an additional sum of \$250,000 to offset the cost of capital replacements; and upon successful passage of a referendum in favor of annexation, the County will pay Greater Naples the sum of \$250,000 to offset the cost of capital replacements.

At year end, other eligible, appropriate and legally available non ad valorem revenue posted to the accounting system such as Impact fees, Inspection fees, and Excess fees returned from the property appraiser and tax collector, etc., will be paid to greater Naples with the explicit understanding that the year ending cash balance will not drop below 110% of the amount needed to fund the next year's initial payment installment which is due on or about October 1<sup>st</sup>. The County will provide the District with the County's annual audit- specific to the Ochopee MSTU.

In the event of an approved and authorized full annexation, the audited financial reserves, if any, shall be remitted to Greater Naples.

Greater Naples will provide audited or CPA reviewed financial accounting of expenditures related to the operation of the Ochopee Fire District.

**FDOT Station 63 Funding:** In accordance with the FDOT agreement for funding Station 63 (Alligator Alley), Collier County will provide one firefighter paramedic to staff the station 24 hours, 7 days a week. Collier County will invoice Greater Naples for the salary and benefits; up

to the budgeted line item amount as stated in the FDOT agreement associated with this service with backup documentation sufficient to support Greater Naples in requesting FDOT reimbursement. The County will be responsible for any Collier County firefighter paramedic cost share required by the FDOT agreement and any Collier County firefighter paramedic line item expense overages.

Collier County and Greater Naples will work cooperatively with FDOT and the State Legislature to establish permanent funding for said station.

3. **SERVICE LEVEL:** Greater Naples will provide the Ochopee Fire Control District with the current level of fire protection and rescue services that Ochopee Fire Control District provides its residents. Greater Naples strives to meet a standard of three personnel per station. All decisions on staffing and equipment will be made by Greater Naples. Fire protection and rescue services provided by Greater Naples will include all emergency and non-emergency services normally performed by Greater Naples, including all those services required by law. This Agreement does not alter any Mutual Aid or other agreement between the parties. Service levels will include, at a minimum, the following:

- Up to three firefighters, but a minimum of two (1 lieutenant, 1 driver/engineer, 1 firefighter) assigned to one (1) Class-A fire apparatus, 24 hours each day stationed at each of the three Ochopee Fire Stations (Everglades City #60, Port of the Isles #61, and Alligator Alley #63), which shall at all times remain open, operational, and fully staffed with no “brown out” shifts.
- Marine capability as currently provided
- Fire prevention and investigative services
- Fire inspections and new occupancy inspections
- On-duty Shift Commander available at all times
- Reserve fire engine available when necessary
- Other apparatus (brush attack, air trucks and squads) available as needed
- Preparation and coordination of emergency preparedness activities

4. **ADMINISTRATION AND PUBLIC RECORDS:** Greater Naples will provide all required administrative and support services and will provide statistical and data analysis and copies of any Ochopee MSTU records to the County upon request. Greater Naples will be responsible for all personnel administration, which includes at a minimum, hiring, promotions, disciplinary action up to and including termination, planning, organizing, directing, and coordinating the work of all personnel, and developing and implementing training programs. Greater Naples will immediately report to the County any Ochopee MSTU records that are lost, stolen, or destroyed by any means.

Greater Naples agrees to comply, at its own expense, with the Florida Public Records Law Chapter 119.

5. **PUBLIC RELATIONS AND OTHER SERVICES:** The Greater Naples Fire Chief or designee will prepare the agenda for and attend Ochopee Fire Advisory Committee meetings;

will liaison with outside agencies, the media and the public. The Fire Chief or designee will prepare and forward quarterly activity reports to the County Manager; and will provide any information requested by the County Manager or the Board of County Commissioners.

6. **PERSONNEL:** All services provided under this Agreement will be under the supervision of Greater Naples and will be performed by employees of Greater Naples. Should this agreement terminate without a consolidation ~~with~~ or annexation into the Greater Naples Fire District, the County will re-hire any employees previously employed by the County at the Ochopee Fire District under the same conditions in which they were first hired by Greater Naples:

- a. Assuming those employees have been continuously employed by Greater Naples since November 1, 2016;
- b. That there have been no adverse personnel events that would prevent rehire by the County; and
- c. Subject to any rights under existing collective bargaining agreements at the time of rehire.

7. **OWNERSHIP OF VEHICLES, FACILITIES AND EQUIPMENT:** An inventory and inspection of all supplies, vehicles and equipment located within the Ochopee Fire Stations or otherwise owned by the district will be jointly conducted prior to the effective date of this agreement and a report of same compiled and accepted by both parties. It is expressly understood and agreed by the Parties that the title to these supplies, vehicles and equipment (except those vehicles purchased by FDOT for Station 63) will remain the property of the County, and the Greater Naples agrees not to lease, loan, sell, sublet, assign or mortgage any item on this Inventory Report, or the Fire Station itself, without the County's prior written consent. Greater Naples will report a loss or significant damage to County fixed asset inventory in writing.

Ownership of vehicles purchased through the FDOT Agreement for funding Station 63 will be transferred to Greater Naples upon execution of this Agreement in accordance with FDOT grant requirements. Should annexation not be accomplished within the terms of this or any successor agreement, ownership of these vehicles will revert to the County.

In the event of an approved and authorized full annexation, the equipment, inventory and all assets listed in the Exhibit attached hereto shall become the property of Greater Naples. All equipment is to be used to perform the services included herein and must remain accountable within the Greater Naples and Ochopee Fire Districts unless being maintained or repaired. In addition:

a) The County reserves the right to station a Collier County EMS ambulance and personnel and equipment at Ochopee Fire Stations at no charge; upon agreement between the Chiefs.

b) The County shall conduct a biennial physical and/or mechanical inspection, to commence from the effective date of this Agreement, to ensure that vehicles, facilities, and equipment are properly maintained in accordance with the requirements of this Agreement. The County shall provide Greater Naples with 72-hour notice of a planned inspection.

c) For any non-routine, single Capital expense exceeding \$5,000 related to the equipment, vehicles, and inventory items referenced in paragraphs 7 and 10, Greater Naples may request financial assistance from the County.

**8. VEHICLE MAINTENANCE:** Greater Naples shall repair and maintain at its sole cost and expense all vehicles identified in the Inventory Report in first-class condition and repair in accordance with the vehicle manufacturer's warranty and maintenance guidelines, Florida Administrative Code Chapter 14-90 Safety Rules, as amended, and all NFPA required testing, maintenance, practices and procedures. Greater Naples shall maintain a complete and accurate record with respect to vehicle maintenance and repairs.

Greater Naples shall report any Ochopee MSTU vehicle accident or significant Building damage to the County.

**9. RETURN OF VEHICLE:** If termination of this Agreement occurs without the full consolidation of the Ochopee Fire District, Greater Naples shall return all vehicles identified in the Inventory Report to the County in the same condition in which they were received by Greater Naples, ordinary wear and tear and natural depreciation excepted. Tires shall be in good condition with a minimum average of no less than 7/32" tread remaining.

**10. EQUIPMENT AND ASSET MANAGEMENT:** Greater Naples accepts responsibility for and will maintain all equipment, grounds and facilities in the condition in which it was received at the time this Agreement becomes effective less normal wear and tear. Greater Naples will submit to the County in a form prescribed by the County, Division or Clerk of Court annual inventory data within 30 days upon receiving the form or request. The County or its designee reserve the right to make on-site inspections upon 72 hours' notice and shall receive the full cooperation of the District.

Greater Naples shall repair or replace any such property lost, stolen or damaged with like replacements, if deemed necessary by Greater Naples Management.

Greater Naples will assume all cost for utilities, telephone service, cable and internet service.

**11. INSURANCE:** Greater Naples shall at its own expense carry, maintain, and provide current copies to the County of same, insurance coverage through the County or from responsible companies duly authorized to do business in the State of Florida as follows:

a) Workers' Compensation limits shall be on a statutory basis in accordance with Florida Statutes, Chapter 440. Workers' Compensation coverage shall be extended to include coverage for claims under the United States Longshoreman and Harbor Workers Act. Policy must include Employers Liability coverage with a limit of not less than \$1,000,000 each accident.

b) Commercial General Liability - Bodily Injury and Property Damage - \$1,000,000 per occurrence. Personal Injury - \$1,000,000 per occurrence; Products/Completed Operations Annual Aggregate - \$2,000,000; General Aggregate for all claims - \$2,000,000.

c) Automobile Liability and Physical Damage - Combined Single Limit \$1,000,000 per occurrence for bodily injury and property damage. Comprehensive and Collision coverage shall be maintained on all vehicles. Vehicles valued over \$50,000 shall be insured on an agreed value.

e) Maritime Employer's Liability/Watercraft Liability including Protection and Indemnity and Hull Insurance - Coverage shall be purchased on watercraft. Maritime Employer's Liability in an amount of not less than \$1,000,000 per occurrence including coverage for captain and crew members. Hull Insurance shall be purchased to cover damage to the vessel(s) on a full replacement cost basis.

f) Property Insurance - Coverage shall be maintained on real and personal property incorporated as part of this agreement. The property insurance obtained by Greater Naples shall, at a minimum, insure against perils on an All Risks of Loss basis. Valuation shall be on a replacement cost basis.

g) Flood Insurance - Flood insurance shall be maintained on real and personal property incorporated as part of this agreement. Limits shall be purchased for the full value of said property.

h) The Collier County Board of Commissioners shall be named as the Certificate Holder.

i) The Collier County Board of Commissioners shall be named as additional insured on the Greater Naples Commercial General Liability Policy.

j) The Collier County Board of Commissioners shall be named as a Loss Payee on the Automobile Physical Damage and Property Insurance policies.

k) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Greater Naples has any self-insured retentions or deductibles under any of the required coverage, Greater Naples must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Greater Naples's sole responsibility.

l) Coverage shall be maintained without interruption from the date of commencement of the Agreement until the date of completion or as specified in this Agreement, whichever is longer. Should at any time Greater Naples not maintain the insurance coverage required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge Greater Naples for coverage purchased. If Greater Naples fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Greater Naples under this Agreement.

m) Greater Naples and/or its insurance carrier(s) shall provide 45 days written notice to the County of any policy cancellation or non-renewal on the part of the insurance carrier or Greater Naples. Greater Naples shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Greater Naples from its insurer and nothing contained herein shall relieve Greater Naples of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Greater Naples hereunder, Greater Naples shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of this Agreement, Greater Naples shall furnish to the County, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Greater Naples to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate this Agreement.

n) To the extent permitted by law and as limited by and pursuant to the provisions of *Florida Statutes, Section 768.28* Greater Naples and County agree to hold harmless the other, employees and agents against any and all claims and/or damages by or behalf of any persons, employee or legal entity arising from their respective negligent acts pursuant to this agreement that allows employees of the other to occupy and ride in each other's vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on Greater Naples or the County when it would not otherwise be responsible.

o) Greater Naples shall make available to the County, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from Greater Naples or their insurer will be made available to the County upon its request.

**12. COOPERATION WITH PUBLIC UTILITIES.** Greater Naples will cooperate with Port of the Islands CID and Everglade City. GNFD shall not assume ownership of any existing fire hydrants.

**13. RESOLUTION OF CONFLICTS:** The County Manager and the Greater Naples Fire Chief will amicably attempt to resolve any conflicts that arise out of this Agreement. For any item that cannot be amicably resolved, the issue will be brought to the Board of County Commissioners for a duly noticed public hearing. Should the matter not be resolved to both party's satisfaction, then unless the parties agree to a different form of dispute resolution, either party may file an action in the Circuit Court of Collier County to enforce the terms of this Agreement, said remedy being cumulative with any and all other remedies available to the parties for the enforcement of this Agreement.

**14. TERMINATION OF AGREEMENT:** Either party may freely terminate this Agreement on 90 day's written notice to the other. Following receipt of such notice, the parties will cooperate with one another to ensure an orderly transition of the Ochopee Fire Control District back to County control and management, and Greater Naples will continue to operate the Ochopee Fire Control District under the terms of this Agreement until a final turnover date is ~~set~~ agreed upon by the Board of County Commissioners and Board of Fire Commissioners. Payment to



Greater Naples for this period shall be based on the monthly prorated amount that would otherwise be due under paragraph 2 above.

15. **POST ANNEXATION PAYMENT:** Based on the current annual millage rate for the Ochopee Fire Control District at 4.0 mils, the District generated \$1,202,543 in taxes in the current tax year. Collier County supplemented this revenue in the sum of \$565,100, so that Greater Naples received a total of \$1,768,000 to operate the District. Upon annexation, the County will make payment in the first quarter of each fiscal year for ten years to supplement the actual taxes generated by the District in an amount necessary to ensure that Greater Naples receives a total of \$1,768,000 to operate the District. It is expected that over time the District will generate more revenue than it currently generates, and the Supplemental Payment will correspondingly go down. Should this revenue decrease, the Supplemental will correspondingly go up, however, in no event will the Supplemental Payment exceed \$640,000. Put another way, the County's payment liability is capped at \$640,000 for any given fiscal year during the 10-year term of these payments. Supplemental Payments shall not be made after the tenth fiscal year after annexation.

#### **Standard Form Legal Provisions**

16. In the event state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude in whole or in part the parties' compliance with the terms of this Agreement, then in such event this Agreement shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Agreement.

17. This is the entire agreement between the parties with respect to the matters set forth herein, and any prior agreements or understandings of any kind are hereby merged and integrated herein. This Agreement can only be amended by mutual written consent of the parties. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by Certified Mail, return receipt requested, or by a nationally recognized overnight delivery service, and addressed as follows:

As to County: County Manager  
Harmon Turner Building  
3299 East Tamiami Trail, Suite 200  
Naples, Florida 34112

With copy to: County Attorney  
Harmon Turner Building  
3299 East Tamiami Trail, Suite 800  
Naples, FL 34112

As to Greater Naples: Greater Naples Fire Commission Chairman  
Greater Naples Fire Rescue  
14575 Collier Blvd.  
Naples, Florida 34119

With copy to: Fire Chief  
Greater Naples Fire Rescue  
14575 Collier Blvd.  
Naples, Florida 34119

Notice shall be deemed to have been given on the next successive business day to the date of the courier waybill if sent by nationally recognized overnight delivery service.

18. This Agreement shall be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the County enters into this Agreement. The County shall provide a copy of the recorded document to Greater Naples. Upon the commencement of this Agreement, the Interlocal Agreement for Fire and Rescue Services dated September 13, 2016, which was amended and extended by an agreement dated July 9, 2019, will become null and void and of no further force or effect, having been fully replaced by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:  
CRYSTAL KINSEL, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

By: \_\_\_\_\_  
Burt L. Saunders, CHAIRMAN

WITNESSES:

GREATER NAPLES FIRE  
RESCUE DISTRICT

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Jeff Page, CHAIRMAN

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Approved as to form and legality:

\_\_\_\_\_  
Jeffrey A. Klatzkow

County Attorney



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

**NEW BUSINESS**

**Agenda Item:** III. G.  
**Subject:** SOE Clarification Request  
**Meeting Date:** March 10, 2020  
**Prepared By:** Tara Bishop, Director

**Background**

Since merger the Supervisor of Elections has been seeking clarification as to the District vaguely written elections language, in the enabling Act.

In 2016, Collier Election Officer Dave Carpenter expressed a concern about how sub-districts were created and the expanded boundaries (Isle of Capri in, Fiddlers, District one, and Naples Reserves incorporated into the Fire District) sighting Constitutional issue of "One Man One Vote".

In 2018, the Supervisor of Elections raised concern over the sub-section votes and subsequently had to issue a ruling as to how ballots and electors would be issued and counted.

In December, 2019, the Supervisor of Elections again asked the District for clarification of how the Enabling Act language should be interpreted.

As previously recommended, District legal recommends the Enabling Act be re-written to remove all vague language, remove all issues of interpretation and create one codified bill.

**Funding Source/Financial Impact:** N/A

**Recommendation**

The Board of Commissioners give the Supervisor of Elections an answer to the immediate question of language intent for the upcoming election cycle.

**Potential Motion**

I move to send the Supervisor of Elections office clarification of the District's enabling elections language, to state XYZ.

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

**From:** BlazierMelissa  
**Sent:** Tuesday, December 03, 2019 12:16 PM  
**To:** Kingman Schuldt  
**Cc:** BlazierMelissa ; EdwardsJennifer ; CarpenterDave  
**Subject:** GNFD Questions

Chief Schuldt,

In order for our office to provide quality service to potential GNFD commission candidates, we have the following questions that will need to be addressed by the GNFD prior to 2020 candidate qualifying.

Section 4.02 states that . . . 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. Therefore, going forward, are all five commissioners elected at-large **or** are the commissioners in seats 1 and 2 elected by the electors residing within the East Naples Division, seats 4 and 5 elected by the electors residing within the Golden Gate Division and seat 3 elected by the electors residing within the entire district?

Section 4.03 states that . . . In accordance with chapter 191, Florida Statutes, each member of the board must be a qualified elector at the time he or she qualifies and continually throughout his or her term. We need guidance as it relates to residency requirements for each commission seat. If the commissioners in seats 1, 2, 4 and 5 are in fact elected by the electors residing within those specific divisions then are the candidates running for those division specific seats required to reside within the divisions? If so, what are the specific residency requirements if any?

The official candidate qualifying period begins at noon on June 8, 2020 and ends at noon on June 12, 2020 and therefore, we'll need these questions answered during the first quarter of 2020, well in advance of candidate qualifying.

If you have any questions, please feel free to contact me directly and we look forward to your response. Thanks, Melissa

Melissa Blazier, CERA, MFCEP  
Chief Deputy Supervisor of Elections

Jennifer J Edwards  
Supervisor of Elections  
Rev Dr Martin Luther King Jr Building  
3750 Enterprise Ave  
Naples FL 34104  
239-252-8333  
FAX 239-252-8934  
[www.CollierVotes.com](http://www.CollierVotes.com)

## CHAPTER 2014-240

### Committee Substitute for House Bill No. 951

An act relating to Collier County; merging the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District to create a new district; creating and establishing an independent special fire control district to be known as the Greater Naples Fire Rescue District; providing that the district is an independent special district; providing legislative intent; providing for applicability of chapters 191 and 189, F.S., and other general laws; providing a district charter; providing boundaries; providing for a district board; providing an exception to general law; providing authority of the board; providing for staff; providing duties and powers of the board; providing for elections to the board; providing for salaries of board members; providing for removal of board members; providing a savings clause for the existing district authority to levy up to 1.5 mills; providing for bonds; providing for raising of revenue; providing for taxation; providing findings; providing for impact fees; providing for collection and disbursement of such fees; providing for deposit of taxes, assessments, and fees and authority to disburse funds; providing for immunity from tort liability; providing for liberal construction; providing for severability; providing that this act shall take precedence over any conflicting law to the extent of such conflict; providing for the determination of millage; repealing chapters 2000-392, 2012-231, 2004-433, and 2000-444, Laws of Florida, relating to the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District; transferring all assets and liabilities of the existing districts to the Greater Naples Fire Rescue District; requiring a referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District are hereby merged to create the Greater Naples Fire Rescue District ("district").

Section 2. Corporate status.—All of the incorporated lands in Collier County, as described in section 2.01 of section 4, shall be incorporated into the district under the name of the Greater Naples Fire Rescue District. The district is an independent special fire control and rescue district in Collier County. The district is organized and exists for all purposes and shall hold all powers set forth in this act and chapters 189 and 191, Florida Statutes. The district charter may be amended only by special act of the Legislature.

Section 3. The East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District commission seats shall be redesignated as following upon merger:

1

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

East Naples Fire Control and  
Rescue District ("EN") and  
Golden Gate Fire Control and  
Rescue District ("GG")

Greater Naples Fire  
Rescue District ("ENGG")

EN Seat 1  
EN Seat 2  
EN Seat 3  
EN Seat 4  
EN Seat 5  
GG Seat 1  
GG Seat 2  
GG Seat 3

ENGG Seat 6  
ENGG Seat 1  
ENGG Seat 2  
ENGG Seat 3  
ENGG Seat 7  
ENGG Seat 4  
ENGG Seat 5  
ENGG Seat 8

Section 4. The charter for the Greater Naples Fire Rescue District is created to read:

#### ARTICLE I NAME OF THE DISTRICT

Section 1.01 The name of the district shall be the Greater Naples Fire Rescue District ("district").

Section 1.02 The district shall be an independent special district of the State of Florida and a body corporate and politic.

#### ARTICLE II BOUNDARIES OF THE DISTRICT

Section 2.01 The lands to be incorporated within the Greater Naples Fire Rescue District consist of the following described lands in Collier County:

A. Township 48 South, Range 26 East, Sections 25, 26, 27, 28, 33, 34, 35, 36. Township 48 South, Range 27 East, Sections 29, 30, 31, 32. Township 49 South, Range 26 East, Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36. Township 49 South, Range 27 East, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36. Township 49 South, Range 28 East, Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33. Township 50 South, Range 26 East, Sections 2, 3, 4, 9, 10, 11, 14, 15, 16.

Hereinafter referred to as the "Golden Gate Division."

and also,

2

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

B. Beginning at the northeast corner of the Northwest quarter of Section 27, Township 49 South, Range 25 East, thence along the north line of said Section 27, east 45 feet to the east right-of-way line of C-851 (also known as Goodlette-Frank Road), (which right-of-way line lies 45 feet east of, measured at right angles to, and parallel with the north and south quarter section line of said Section 27), to the north line of Lot 11, Naples Improvement Company's Little Farms, Plat Book 2, Page 2; thence east to the east section line of Section 27, Township 49 South, Range 25 East; then north along the east line of said Section 27 to the northeast corner of said Section 27; said point also being the southeast corner of Section 23 Township 49 South, Range 25 East thence east along the north line of Section 26, Township 49 South, Range 25 East to a point 990.0 feet west of the west right-of-way line of Airport-Pulling Road; thence south 01°30'00" East, 1320.0 feet; thence north 89°25'40" East, 660.0 feet; thence north 01°30'00" West, 1320.0 feet to the north line of said Section 26; thence east along said north line of Section 26 to the west right-of-way line of Airport-Pulling Road; to the south line of said Section 26 (said right-of-way line lying 50 feet west of the southeast corner of said Section 26); thence westerly along said south line to the southwest corner of said Section 26; thence northerly along the west line of said Section 26; to the southerly right-of-way line of Golden Gate Parkway (100 feet wide); thence easterly along said southerly right-of-way line to a point lying 1220.00 feet west of the west line of said Airport-Pulling Road; thence northerly parallel with said west right-of-way line to the northerly right-of-way line of said Golden Gate Parkway; thence westerly along the north right-of-way of Golden Gate Parkway to a point 620 feet east and 235.46 feet south of the northwest corner of Lot 8, Naples Improvement Company's Little Farms; thence north 235.46 feet to the north line of Lot 8; thence west along said north line 620 feet to the northwest corner of said Lot 8; thence southerly to that angle point in said east right-of-way line which lies on a line 400.00 feet northerly of (measured at right angles to) and parallel with the north line of Section 34, Township 49 South, Range 25 East; thence continuing along said east right-of-way to the north line of Gordon River Homes Subdivision; thence east along the north line of Lots 50, 49, and 48 to a point 22.5 feet east of the northwest corner of Lot 48; thence south parallel to the west line of Lot 48 to the south line of Lot 48; thence west along the south line of Lots 48, 49, and 50 to the east right-of-way line of Goodlette-Frank Road; thence continuing along said east right-of-way line, which line lies 100.00 feet east of, measured at right angles to, and parallel with the north and south quarter section line of said Section 34; thence continuing along said east right-of-way line to a point on the north line of the southwest quarter of the northeast quarter of Section 34, Township 49 South, Range 25 East; thence continue on said right of way line 460.0 feet; thence north 89°41'30" East 494.99 feet; thence south 0°34'06" East 615.88 feet to a point of curvature; thence southwesterly 343.97 feet along the arc of a tangential circular curve, concave to the northwest have a radius of 243.97 feet and subtended by a chord which bears south 44°33'25" West 345.84 feet; thence south 89°41'30" West



250.0 feet to the easterly right of way line of Goodlette-Frank Road; thence south along said right-of-way line to a point 48.41 feet south of the north line of the south half of Section 34, Township 49 South, Range 25 East; thence north 89°56'59" East 249.79 feet; thence northeasterly 173.98 feet along the arc of a circular curve concave to the northwest having a radius of 293.97 feet and being subtended by a chord which bears north 72°59'41" East 171.46 feet; thence south 89°47'31" East 808.79 feet; thence north 89°55'05" East 993.64 feet to a point on that bulkhead line as shown on Plate recorded in Bulkhead Line Plan Book 1, Page 25 Collier County Public Records, Collier County, Florida; thence run the following courses along the said Bulkhead line, 47.27 feet along the arc of a non-tangential circular curve concave to the west, having a radius of 32.68 feet and subtended by a chord having a bearing of south 14°08'50" East and a length of 43.26 feet to a point of tangency; south 27°17'25" West for 202.44 feet to a point of curvature; 296.89 feet along the arc of a curve concave to the southeast, having a radius of 679.46 feet and subtended by a chord having a bearing of south 14°46'21" West and a length of 294.54 feet to a point of reverse curvature; 157.10 feet along the arc of a curve concave to the northwest, having a radius of 541.70 feet, and subtended by a chord having a bearing of south 10°33'47" West and a length of 156.55 feet to a point of reverse curvature; 307.67 feet along the arc of a curve concave to the northeast; having a radius of 278.30 feet, and subtended by a chord having a bearing of south 12°47'59" East and a length of 292.24 feet to a point of reverse curvature; 135.81 feet along the arc of a curve concave to the southwest having a radius of 100.00 feet and subtended by a chord having a bearing of south 05°42'27" East and a length of 125.21 feet to a point of tangency; thence South 33°03'21" West for 295.10 feet; and South 33°27'51" West 1.93 feet to the north line of the River Park East Subdivision which is also the north line of the south half of the southeast quarter of Section 34, Township 49 South, Range 25 East; thence along the north line of the south half of the southeast quarter of said Section 34, easterly to the west line of Section 35, Township 49 South, Range 25 East; thence along the west line of said Section 35, northerly 1320 feet more or less to the northwest corner of the south half of said Section 35; thence along the north line of the south half of said Section 35, easterly to the west right-of-way line of State Road No. 31 (Airport Road), which right-of-way lies 50.0 feet west of measured at right angles to, and parallel with the east line of said Section 35; thence along said right-of-way line of State Road No. 31, south 00°13'57" West 1800 feet more or less to a point on said west right-of-way line, which lies north 00°13'57" East 848.02 feet and south 89°46'03" West 50.00 feet from the southeast corner of said Section 35; thence continuing along said west right-of-way line southerly 325.02 feet along the arc of a tangential circular curve concave to the east, radius 2914.93 feet, subtended by a chord which bears south 2°57'43" East 324.87 feet; thence continuing along said west right-of-way line, tangentially south 6°09'22" East 3.13 feet, thence southerly along a curve concave to the southwest, having a central angle of 6°23'18" and a radius of 1860.08 feet, a distance of 207.34 feet; thence south 0°13'57"

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West 313.03 feet more or less to a point on the north line of and 20 feet west of the northeast corner of Section 2, Township 50 South, Range 25 East; thence southeasterly, 300.7 feet more or less to a point on the east line of said Section 2 which point lies 300.0 feet south of the northeast corner of said Section 2; thence along the east line of the north half of said Section 2, southerly to the southeast corner of the north half of said Section 2; thence along the south line of the north half of said Section 2; westerly to the northeast corner of the southeast quarter of Section 3, Township 50 South, Range 25 East; thence southerly along the east line of the southeast corner of said Section 3 for a distance of 2013.98 feet; thence North 89°37'20" East 662.04 feet; thence South 00°17'20" East 119.26 feet; thence South 89°27'40" West 322.00 feet; thence South 00°17'20" East 10.00 feet; thence South 89°27'40" West 68.00 feet; thence South 00°17'20" East 361.00 feet; thence North 89°27'40" East 68.00 feet; thence South 00°17'20" East 140.00 feet; thence South 89°27'40" West 221.81 feet; thence North 01°05'56" West 6.99 feet; thence westerly along the arc of a non-tangential circular curve concave to the north having a radius of 370.00 feet through a central angle of 18°34'13" and being subtended by a chord which bears North 81°50'17" West 119.40 feet for a distance of 119.92 feet to a point on the east line of said Section 3; thence southerly along the east line of Section 3, and along the east lines of Sections 10, 15, 22, and 27, all in Township 50 South, Range 25 East, to the southeast corner of said Section 27, Township 50 South, Range 25 East; thence westerly along the south line of said Section 27, Township 50 South, Range 25 East, and along the western prolongation of said south line to a point 1,000 feet west of the mean low water line of the Gulf of Mexico; thence southeasterly along said shoreline to the south line of Section 3, Township 51 South, Range 25 East, thence easterly along the south line of said Section 3, Section 2, Section 1, Township 51 South; thence along the south corner of said Section 5; thence north along the east line of Section 5, Township 51 South, Range 26 East; thence continue on the north line of Section 25, 26 and part of Section 27, Township 49 South, Range 25 East to the point of beginning and also,

C. All those lands in Collier County described as: Sections 21, 22, 23, 26, 27, 28, 33, 34 and 35, Township 50 South, Range 26 East; Section 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 23, 24, 25, 26, 35 and 36, Township 51 South, Range 26 East; Sections 1, 2, 3 and those portions of Sections 10, 11, 12, and 13, Township 52 South, Range 26 East, that lie North of the Marco River; those portions of Sections 5, 6, 7 and 18, Township 52 South, Range 27 East, that lie West and North of State Road 92; and Sections 7, 8, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30 and 31, Township 51 South, Range 27 East, and those portions of Sections 32 and 33, Township 51 South, Range 27 East, that lie west and North of State Road 92,

D. Less and except the North ½ of Section 2 of Township 50 South, Range 25 East and the South ½ of Section 35 of Township 49 South, Range 25 East,

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E. Less and except approximately 21.99 acres, more or less: A portion of Lots 7 through 9 of Naples Improvement Company's Little Farms as recorded in Plat Book 2 at page 2 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commence at the intersection of the East right-of-way of Goodlette-Frank Road (C.R. 851) and the South right-of-way of Golden Gate Parkway; thence run along said South right-of-way for the following four (4) courses:

- (1) Thence run North 44°42'45" East, for a distance of 35.36 feet;
- (2) Thence run North 89°42'45" East, for a distance of 122.57 feet;
- (3) Thence run North 80°12'12" East, for a distance of 159.63 feet;

(4) To a point on a circular curve concave northwest, whose radius point bears North 11°26'26" West, a distance of 813.94 feet therefrom; thence run Northeasterly along the arc of said curve to the left, having a radius of 813.94 feet, through a central angle of 22°36'33", subtended by a chord of 319.10 feet at a bearing of North 67°15'18" East, for an arc length of 321.18 feet to the intersection of the South right-of-way of said Golden Gate Parkway and the West line of the East 338.24 feet of the West 958.34 feet of Lot 7 of Naples Improvements Company's Little Farms Subdivision as recorded in Plat Book 2 at page 2 of the Public Records of Collier County, Florida, also being the point of beginning of the parcel of land herein described; thence run South 00°16'32" East, along the West line of the East 338.24 feet of the West 958.34 feet of said Lot 7, for a distance of 302.90 feet to a point on the South line of said Lot 7; thence run along said South line for the following two (2) courses:

- (1) Thence run North 89°41'51" East, for a distance of 338.41 feet;
- (2) Thence run North 89°50'24" East, for approximately 850 feet to a point on the mean high water line of the west bank of Gordon River, said point herein called Point "A", thence return to the aforementioned point of beginning, thence run along the south right-of-way of said Golden Gate Parkway for the following four (4) courses:

(1) Beginning at a point on a circular curve concave northwest, whose radius point bears North 34°02'58" West a distance of 813.94 feet therefrom; thence run Northeasterly along the arc of said curve to the left, having a radius of 813.94 feet, through a central angle of 05°09'09", subtended by a chord of 73.17 feet at a bearing of North 53°22'27" East, for an arc length of 73.20 feet to the end of said curve;

- (2) Thence run North 50°47'53" East, for a distance of 459.55 feet

(3) To the beginning of a tangential circular curve concave south; thence run Easterly along the arc of said curve to the right, having a radius of 713.94 feet; through a central angle of 38°52'20"; subtended by

a chord of 475.13 feet at a bearing of North 70°14'03" East, for an arc length of 484.37 feet to the end of said curve;

(4) Thence run North 89°40'13" East, for approximately 724 feet to a point on the mean high water line of the west bank of Gordon River; thence meander Southwesterly along the mean high water line for approximately 900 feet to the aforementioned Point "A" and the point of ending.

F. Less and except approximately 112.82 acres, more or less: All of East Naples Industrial Park, according to the plat thereof recorded in Plat Book 10, Pages 114 and 115, of the Public Records of Collier County, Florida; all of East Naples Industrial Park Replat No. 1, according to the Plat thereof recorded in Plat Book 17, Pages 38 and 39, of the Public Records of Collier County, Florida; and the Northerly 200 feet of the Southerly 510 feet of the Easterly 250 feet of the Northeast ¼ of Section 35, Township 49 South, Range 25 East, Collier County, Florida, less and excepting the Easterly 50 feet thereof.

G. Less and except approximately 6.17 acres, more or less: All that part of Lots 12, 13, and 14, Naples Improvement Company's Little Farms, as recorded in Plat Book 2, Page 2 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 12, thence along the South line of said Lot 12, North 89°26'51" East 20.00 feet to the East right-of-way line of Goodlette-Frank Road; thence along the East right-of-way line North 00°39'49" East 10.00 feet to the Point of Beginning of the herein described parcel; thence continue along said East right-of-way North 00°39'49" West 580.00 feet; thence leaving said East right-of-way North 89°20'11" East 260.12 feet; thence North 59°31'13" East, 153.66 feet; thence South 30°28'42" East, 119.01 feet; thence South 00°33'09" East, 554.02 feet to a line lying 10 feet North of and parallel with said South line of Lot 12; thence along the said parallel line South 89°26'51" West, 451.54 feet to the point of beginning of the herein described parcel.

Bearings are based on the said East line Goodlette-Frank Road being North 00°33'49" East.

H. Less and except approximately 12.77 acres, more or less: The West one-half (W ½) of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of Section 11, Township 50 South, Range 25 East, lying South of State Road 90 (Tamiami Trail, U.S. 41), in Collier County, Florida, except the South 264 feet, and All that part of the South 264 feet of the Southwest one-quarter (SW ¼) of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of Section 11, Township 50 South, Range 25 East, in Collier County, Florida, lying north of the north line of Walker's Subdivision as delineated on a Plat of record in plat book 1, at page 36, of the Public Records of Collier County, Florida.

TOGETHER WITH:

Lots 1 to 8, inclusive, COL-LEE-CO TERRACE, according to plat in Plat Book 1, Page 32, Public Records of Collier County, Florida.

LESS AND EXCEPT

Those parcels described in Official Records Book 1969, Page 977, and Official Records Book 2119, Page 1344 both of the Public Records of Collier County, Florida.

I. Less and except approximately 6.16 acres, more or less: Being a part of Estuary at Grey Oaks Roadway, Clubhouse and Maintenance Facility Tract, Plat Book 36, pages 9-16, Estuary at Grey Oaks Tract B, Plat Book 37, pages 13-18 and part of Section 26, Township 49 South, Range 25 East, Collier County, Florida.

All that part of Estuary at Grey Oaks Roadway, Clubhouse and Maintenance Facility Tracts according to the plat thereof as recorded in Plat Book 36, pages 9-16, Estuary at Grey Oaks Tract B according to the plat thereof as recorded in Plat Book 37, pages 13-18, Public Records of Collier County, Florida, and part of Section 26, Township 49 South, Range 25 East, Collier County, Florida being more particularly described as follows:

Commencing at the northwest corner of Tract M of said Estuary at Grey Oaks Roadway, Clubhouse and Maintenance Facility Tracts;

Thence along the west line of said Tract M South 00°East 613.48 feet to the Point of Beginning of the parcel herein described;

Thence continue South 00°20'09" East 406.67 feet; Thence North 89°24'29" West 660.00 feet;

Thence North 00°20'09" West 406.66 feet to a point on the boundary of Golf Course Tract 1 of said Estuary at Grey Oaks Tract B;

Thence along said boundary South 89°24'33" East 660.00 feet to the Point of Beginning of the parcel herein described;

Bearings are based on the west line of said Tract M being South 00°20'09" East.

Hereinafter referred to as the "East Naples Division."

Section 2.02 If the annexation authorized by HB 949, 2014 Regular Session, is approved at referendum, the East Naples Division shall also include the following described lands in Collier County:

All that land located within Sections 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and 34 of Township 51 South, Range 26 East, and those portions of Sections 4, 5 and 6 of Township 52 South, Range 26 East, which lie north of the Marco River, Collier County, Florida. Bearings are based on the west line of said Tract M being South 00°20'09" East.

Section 2.03 Chapter 171, Florida Statutes, shall apply to all annexations by a municipality within the district's boundaries.

### ARTICLE III POWERS OF THE DISTRICT

Section 3.01 The district shall have the authority and responsibility for and on behalf of the people residing, visiting, or passing through the district to establish, equip, operate, and maintain a fire department and rescue service, including, but not limited to, providing fire hydrants or other types of water supply, buildings for housing fire equipment and personnel, training facilities for fire and rescue, and other buildings deemed necessary by the district board to provide adequate protection from unwanted fire and to carry out rescue operations. In addition, the district shall have the authority to extend its services beyond the district boundaries, provided it is in cooperation with another governmental entity, whether federal, state, county, or municipal.

Section 3.02 The district shall have the authority to provide a paid staff to carry out its responsibilities. This staff shall serve at the pleasure of the district board.

Section 3.03 The district shall have all powers and duties granted by this charter and chapters 189 and 191, Florida Statutes.

### ARTICLE IV GOVERNING BOARD

Section 4.01 The business and affairs of the district shall be conducted and administered by a board of fire commissioners elected pursuant to chapter 191, Florida Statutes, by the electors of the district in a nonpartisan election held at the time and in the manner prescribed for holding general elections in s. 189.405(2)(a), Florida Statutes. Except as expressly provided in this charter, each member of the board shall be elected for a term of 4 years and shall serve until his or her successor assumes office.

Section 4.02 The office of each board member is designated as a seat on the board, distinguished from each of the other seats by a numeral. Each candidate must designate, at the time he or she qualifies, the seat on the board for which he or she is qualifying. The name of each candidate who

qualifies shall be included on the ballot in a way that clearly indicates the seat for which he or she is a candidate. The candidate for each seat who receives the most votes shall be elected to the board. The cost of such elections shall be paid from funds of the district. 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.

Section 4.03 In accordance with chapter 191, Florida Statutes, each member of the board must be a qualified elector at the time he or she qualifies and continually throughout his or her term.

Section 4.04 Each elected member shall assume office 10 days after the member's election. Within 60 days after the newly elected members have taken office, the board shall meet and elect from its membership a chair, vice chair, secretary, and treasurer or secretary-treasurer.

Section 4.05 In accordance with s. 191.005, Florida Statutes, members of the board may each be paid, from the funds of the district, a salary or honorarium for his or her services in an amount not to exceed \$500 per month for each member. In addition, members may be reimbursed for travel and per diem expenses as provided in s. 112.061, Florida Statutes.

Section 4.06 If a vacancy occurs on the board due to the resignation, death, or removal of a board member or the failure of anyone to qualify for a board seat, the remaining members may appoint a qualified person to fill the seat until the next general election, at which time an election shall be held to fill the vacancy for the remaining term, if any. The board shall remove any member who has three consecutive, unexcused absences from regularly scheduled meetings. The board shall adopt policies by resolution defining excused and unexcused absences.

Section 4.07 The procedures for conducting district elections or referenda and for qualification of electors shall be pursuant to chapters 189 and 191, Florida Statutes.

Section 4.08 The board shall have those administrative duties set forth in this charter and chapters 189 and 191, Florida Statutes.

Section 4.09 The board is authorized to adopt rules and regulations for the prevention of fire and for fire control in the district, which rules and regulations shall have the same force and effect as law 10 days after copies

thereof executed by the chair and secretary of the board have been posted in at least three public places.

Section 4.10 A quorum of the board shall be a majority of its members. In order to take official action, an affirmative vote of a majority of those voting members present shall be required.

Section 4.11 It shall be considered a conflict of interest and unlawful for board members to enter into any type of agreement with the district which will bring about personal, monetary, or other gain, or to individually interfere with the day-to-day operations of the district staff.

## ARTICLE V FINANCES

Section 5.01 The powers, functions, and duties of the district regarding ad valorem taxation, bond issuance, other revenue-raising capabilities, budget preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements, and the methods for financing the district and for collecting non-ad valorem assessments, fees, or service charges, shall be as set forth in this charter, in chapters 170, 189, 191, and 197, Florida Statutes, and in any applicable general or special law.

Section 5.02 The district shall levy and collect ad valorem taxes in accordance with s. 191.009, Florida Statutes, and chapter 200, Florida Statutes. The taxes levied and assessed by the district shall be a lien upon the land so assessed along with the county taxes assessed against such land until such assessments and taxes have been paid, and if the taxes levied by the district become delinquent, such taxes shall be considered a part of the county tax subject to the same penalties, charges, fees, and remedies for enforcement and collection and shall be enforced and collected as provided by general law for the collection of such taxes. The district shall have the authority to levy a millage rate up to 1.5. This charter does not prevent the district from levying a millage rate as provided for in s. 191.009, Florida Statutes, which has been approved by referendum.

Section 5.03 The board shall annually prepare, consider, and adopt a district budget pursuant to the applicable requirements of chapters 189 and 191, Florida Statutes. The fiscal year shall be from October 1 through September 30. The budget shall state the purpose for which the money is required and the amount necessary to be raised by taxation within the district. Such budget and proposed millage rate shall be noticed, heard, and adopted in accordance with chapters 189, 192, and 200, Florida Statutes.

Section 5.04 All warrants for the payment of labor, equipment, materials, and other allowable expenses incurred by the district board in carrying out the provisions of this charter shall be payable on accounts and vouchers approved by the district board.



Section 5.05 The methods for assessing and collecting non-ad valorem assessments, fees, or service charges shall be as set forth in this charter, chapter 170, Florida Statutes, chapter 189, Florida Statutes, chapter 191, Florida Statutes, or chapter 197, Florida Statutes.

Section 5.06 Impact fees.—

(1) The district shall have the authority to charge and collect impact fees for capital improvements on new construction within the district as prescribed in chapter 191, Florida Statutes, or any other applicable general law.

(2) The district shall comply with the requirements in ss. 163.31801 and 191.009(4), Florida Statutes, in its collection and use of impact fees. New facilities and equipment shall be as provided for in s. 191.009(4), Florida Statutes.

(3) The district is authorized to enter into agreements regarding the collection of impact fees.

ARTICLE VI  
MISCELLANEOUS

Section 6.01 Requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per diem expenses for officers and employees shall be as set forth in this charter and chapters 112, 119, 189, 191, and 286, Florida Statutes.

Section 5. Immunity from tort liability.—

(1) The district and its officers, agents, and employees shall have the same immunity from tort liability as other agencies and subdivisions of the state. The provisions of chapter 768, Florida Statutes, shall apply to all claims asserted against the district.

(2) The district commissioners and all officers, agents, and employees of the district shall have the same immunity and exemption from personal liability as is provided by chapter 768, Florida Statutes.

(3) In accordance with chapter 768, Florida Statutes, the district shall defend all claims against the district commissioners and officers, agents, and employees of the district which arise within the scope of employment or purposes of the district and shall pay all judgments against such persons, except where such persons acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 6. Miscellaneous.—

(1) The district shall exist until the Legislature approves a special act providing for its dissolution, and such special act is contingent upon approval by the electors of the district.

(2) The district's property and assets are exempt from taxation pursuant to s. 191.007, Florida Statutes.

(3) All contracts and obligations existing on the date of enactment of this act shall remain in full force and effect, and this act shall in no way affect the validity of such contracts or obligations.

Section 7. Liberal construction.—The provisions of this act shall be liberally construed in order to effectively carry out the purposes of this act in the interest of the public health, welfare, and safety of the citizens served by the district.

Section 8. Severability.—It is declared to be the intent of the Legislature that if any section, subsection, sentence, clause, phrase, or portion of this act is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 9. Conflict.—In the event of a conflict of any provision of this act with the provisions of any other act, the provisions of this act shall control to the extent of such conflict.

Section 10. Determination of millage.—The district shall maintain the authority to levy a millage rate up to 1.5 mills that was previously approved by referendum in each independent special district as required by the State Constitution and chapter 191, Florida Statutes. The maximum millage rate approved within each independent special district may not increase absent a subsequent referendum. The district is authorized to continue or conclude procedures under chapter 200, Florida Statutes, on behalf of the component independent special districts.

Section 11. Referendum.—At the special referendum election called pursuant to this act, the ballot question shall be substantially as follows:

Shall the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District be merged to create a new district known as the Greater Naples Fire Rescue District, for the purpose of providing fire protection and prevention services to the district, with such district retaining the authority to levy no more than the current rate of 1.5 mills of ad valorem taxation on property located within the district?

Section 12. Chapters 2000-392, 2012-231, 2004-433, and 2000-444, Laws of Florida, are repealed.

Section 13. All assets and liabilities of the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District are transferred to the Greater Naples Fire Rescue District.

Section 14. This act shall take effect only upon its approval by a majority vote of those qualified electors in the East Naples Division, as described in section 2.01 of Article II and, if applicable, section 2.02 of Article II, and a majority vote of those qualified electors in the Golden Gate Division, as described in section 2.01 of Article II, voting in a referendum to be held in conjunction with the general election to be held in Collier County on November 4, 2014, except that this section and section 11 shall take effect upon this act becoming a law.

Approved by the Governor May 12, 2014.

Filed in Office Secretary of State May 12, 2014.



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

**NEW BUSINESS**

**Agenda Item:** III. H  
**Subject:** Indemnity and Hold Harmless with Collier County  
**Meeting Date:** March 10, 2020  
**Prepared By:** Tara Bishop, Director

**Background**

GNFD Professional Development has been in contact with Collier County Growth Management [Property Acquisition Specialist Karen Dancsec]. Collier County has, or are in the process of purchasing residential homes in Golden Gate Estates for a road project [Vanderbilt Beach Road Ext.]. To date, there are seven properties of which none of the properties are currently available to GNFD for training. This indemnity will allow GNFD the opportunity to utilize the properties as they become available. These properties will become available through the calendar year 2020 and 2021.

This indemnity intends to have a document in place for each property. This indemnity will be used for each property separately. There should not be a need to have a legal review when the location and dates change.

Training opportunities will include all basic Firefighter, Special Operations, and possibly NFPA 1403 Live Fire training to include complete burndown.

This Indemnity Agreement has been reviewed by District Counsel and is sufficient to protect the District's interests.

**Financial Source/ Financial Impact:** N/A

**Recommendation**

Staff recommends utilization of the attached Indemnity Agreement for acquired Collier County structures used for training purposes and authorize the Fire Chief or Designee to execute an agreement once specific location, date and times are identified.

**Potential Motion**

I, move to proceed with authorizing the execution of the presented Indemnity Agreement with Collier County to use for the purpose of training at acquired structures. Individual agreements to be executed by the Fire Chief or designee at time of training.

A handwritten signature in blue ink, likely of the Fire Chief, is written over a horizontal line.

## INDEMNITY AND HOLD HARMLESS AGREEMENT

**THIS INDEMNITY AND HOLD HARMLESS AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Indemnitor") in favor of Collier County, a political subdivision of the State of Florida and its representatives and agents, whose address is 3299 Tamiami Trail East, c/o the Office of the County Attorney, Suite 800, Naples, Florida 34112 (the "Indemnified Parties").

**WHEREAS**, Indemnitor has requested the use of the building located at \_\_\_\_\_ (the "Building"), currently owned by Collier County, so that the Indemnitor can use it for firefighting, emergency management, and/or crime prevention training purposes (the "Training"); and

**WHEREAS**, the Indemnitor agrees to obtain insurance and to indemnify, defend and save harmless the Indemnified Parties of and from all fines, suits, damages, claims, demands, losses and actions (including attorneys' fees and costs and any attorneys' fees and costs in any bankruptcy action and on appeal) for any injury to person or damage to or loss of property arising out of the use of the Buildings for the Training.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Indemnification**. To the fullest extent permitted by law, Indemnitor hereby agrees to indemnify, defend and save harmless the Indemnified Parties of and from any and all fines, suits, damages, claims, demands, losses and actions (including attorneys' fees and costs and any attorneys' fees and costs in any bankruptcy action and on appeal) for any injury to persons or damage to or loss of property, arising out of the use of the Building by the Indemnitor and/or its licensees, and/or its invitees, and/or its permittees, and/or its agents, and/or its contractors, and/or its officers, and/or its employees, and/or its shareholders.

It is expressly understood and agreed to between the parties that the Indemnified Parties shall not be liable or responsible for any loss or damage to any property or the death or injury to any person arising out of Indemnitor's use described herein.

Nothing within this Agreement shall alter or waive the provisions of Section 768.28, Fla. Stat. or the limits of liability contained therein.

2. **Attorneys' Fees**. In the event that any of the Indemnified Parties must employ an attorney to enforce the terms of this Agreement, Indemnitor agrees to pay the reasonable attorneys' fees and costs (including, but not limited to, attorneys' fees and costs on appeal and in any bankruptcy action) incurred by the Indemnified Parties in enforcing the terms of this Agreement if the enforcement action is successful.

3. **Insurance.** Indemnitor shall prior to using any of the Building for the Training, at its sole costs and expense, obtain and keep in full force and effect at all times thereafter, the following insurance coverages with respect to its activity:

a. Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring as the result of the Training. Such policy shall specifically include the above-referenced Training activity. The total insurance coverage shall be in an initial amount, combined single limit, of not less than Two Million Dollars (\$2,000,000.00), which coverage may be effected with umbrella coverage. Such policy must be in a form acceptable to Collier County and shall include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements:

- i. coverage for explosion, collapse, and underground damage hazards;
- ii. personal injury coverage to include liability assumed under any contracts; and
- iii. an endorsement specifically including Collier County, its managers, shareholders, officers, directors, employees, representatives, agents affiliates, subsidiaries and parent companies and their respective members, managers, officers, shareholders, directors, employees, representatives and agents, as an additional insured.

b. Workers' Compensation and Occupational Disease Coverage in accordance with the laws of the State of Florida, as follows:

- (i) Workers' Compensation - Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.
- (ii) Employers' Liability:
  - 1. Bodily Injury by Accident: \$1,000,000 each accident
  - 2. Bodily Injury by Disease: \$1,000,000 each employee
- (iii) When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance for a subcontractor's employees is covered through the leasing company. A second certificate of insurance evidencing subcontractor has a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the subcontractor's own policy is required.

c. Automobile Liability and Property Damage shall be maintained in combined single limits of \$1,000,000 per occurrence for Bodily Injury and Property

Damage. Comprehensive and Collision coverage shall be maintained on all vehicles on the property.

Such insurance policies must be written with an insurance company reasonably satisfactory to Indemnified Parties and having a policy rating of at least "A" and a financial size category of at least "Class V" as rated in the most recent edition of "Best's Key Rating Guides" for insurance companies, and authorized to engage in the business of insurance in the State of Florida. Such insurances shall provide that policies may not be terminated or modified in any way which would materially decrease the protection afforded Indemnified Parties under this Agreement without thirty (30) days' advance written notice to Collier County.

Indemnitor shall furnish to Collier County, not less than fifteen (15) days prior to using the Building, true and correct photocopies of all insurance policies under this Section together with any amendments and endorsements to such policies, certificates of insurance and all other evidence of coverage as Collier County, may reasonable request, and evidence of payment of all premiums and other expenses owed in connection therewith.

4. **Amendments.** This Agreement contains the entire agreement between the parties hereto and may not be altered, changed or amended, except by written instrument signed by all of the parties hereto. The terms, provisions, covenants and conditions contained in this Agreement shall apply, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, legal representatives and assigns.
5. **Notices.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received, or (b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, nationally recognized overnight courier or by the United States mail, postage prepaid, certified or registered mail, addressed to the parties at their respective addresses set out opposite their names below, or at such other address as may hereafter be specified by written notice delivered in accordance herewith:

If to: Indemnified Parties:

Collier County, a political subdivision of the State of Florida  
c/o Office of the County Attorney  
3299 Tamiami Trail East, Suite 800  
Naples, FL 34112

If to: Indemnitor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

6. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but taken together shall constitute one and the same instrument.
8. **Term.** This Agreement shall be valid for six months from the date of execution. The Building is scheduled for training activities between \_\_\_\_\_ and \_\_\_\_\_. All training activities must take place within this term. This date may be changed with the mutual agreement of both parties in writing.
9. **Termination.** This Agreement may be terminated for any reason by either party with thirty days written notice.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date first above written.

AS TO INDEMNITOR:

NAME OF INDEMNITOR

DATED: \_\_\_\_\_

Witnesses:

By: \_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

AS TO COLLIER COUNTY:

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

BY: \_\_\_\_\_  
County Manager

Approved as to form and legality:

\_\_\_\_\_  
Assistant County Attorney