

#### AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING May 11, 2021

### I. MEETING OPENED

A. Pledge of Allegiance and Invocation

B. 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 Report1 13
- C. Approval, Additions and Deletions to the Agenda
- D. Approval of the GNFD Board Minutes April 13, 2021 14 17
- E. Fire Chief's District Report Fire Chief Sapp 18 30
  - 1. Line of Duty Deaths Moment of Silence
  - 2. Awards and Recognition
    - 5 Year Service Award: Firefighter John Fickey
    - 10 Year Service Award: Driver Engineer Justin Raymond
    - 15 Year Service Award: Firefighter Brian Quinn
    - 20 Year Service Award: Lieutenant Aaron Fly
    - Introduction of Associate Medical Director Jim Augustine, M.D.
    - Promotion of Firefighters Justin Humphrey, Mario Castaneda, Romain Favier and Manny Morales to Driver Engineer
    - Promotion of Lt. Jason Bright to Battalion Chief
    - Promotion of BC Forrest Campbell to District Chief
    - Executive Staff Introduction- Deputy Chief Chris Tobin, Deputy Chief Sal D'Angelo, Chief of Staff Nicole Chesser
    - Badge Pinning Fire Chief Sapp
- F. Chapter 175 Firefighters' Pension Plan Chairman Tim Sims
- G. Local 2396 Report President Joey Brown



#### AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING May 11, 2021

### II. OLD BUSINESS

- A. AIW- Administrative Handbook/Job Descriptions Fire Chief Sapp 31 86
   AIW- Resolution 2021-004 Apparatus Lease/Purchase Escrow Agreement– Fire Chief Sapp 87-88
- B. AIW- Pierce Buyback Agreement Fire Chief Sapp 89 99
- C. Aerial Operations Update Fire Chief Sapp
- D. Greater Naples Fire Foundation Update Fire Chief Sapp

### III. NEW BUSINESS

- A. Ochopee Financial Analysis Finance Manager James West 100 114
- B. Policy Manual Update- Deputy Chief Tobin
- C. Training Update Deputy Chief Tobin
- D. Public Comment for items not on the Agenda
- E. Comments by Commissioners

## IV. ADJOURNMENT

## Next Regular Scheduled Board Meeting June 8, 2021

## Join Zoom Meeting

https://us02web.zoom.us/j/81524078227?pwd=SkVaS0RTSGEzQWwyVWxRb0M5VGRnZz09 To participate via phone dial 1 (929) 205 6099 Meeting ID: 815 2407 8227 Passcode: 873022

#### **Balance Sheet** As of 4/30/2021

Assets			
CASH IN BANK			
10100-001-0000-003	DENTAL ACCOUNT (GNFRD)	\$ 41,150.70	
10100-001-0000-004	HEALTH FUND (GNFRD)	\$ 89,480.90	
10100-001-0000-005	UHC - MEDICARE - GNFRD	\$ 26,296.13	
10100-001-0000-010	PURCHASING CARD	\$ 10,840.41	
10100-001-0001-002	OPERATIONS GENERAL FUND	\$ 19,412,907.14	
10100-001-0003-003	PAYROLL CASH IN BANK	\$ 630,055.69	
10100-001-0015-000	DEBT SERVICE RESERVE FUND	\$ 723,189.14	
10100-001-0200-000	FIRST FLORIDA INTEGRITY BANK	\$ 2,104.085.85	
	Total CASH IN BANK:	+ _,,.	\$ 23,038,005.96
ACCOUNTS RECEIVABLE			φ 20,000,000.00
11500-001-0001-000	COLLIER COUNTY RECEIVABLE	\$ 18,974.67	
11500-001-0003-000	EMPLOYEE RECEIVABLE	\$ 7,505.89	
11500-001-0007-000	MISCELLANEOUS RECEIVABLE	\$ 55,750.17	
11500-001-0008-000	MISC. RECEIVABLE- PREVENTION	\$ 31,135.00	
11500-001-0011-000	RETURNED CHECKS	\$ 160.00	
11500-001-0013-000	FALSE ALARM RECEIVABLE	\$ 2,735.43	
	Total ACCOUNTS RECEIVABLE:	ψ2,700.40	\$ 116,261.16
DUE FROM OTHER FUNDS	Iotal ACCOUNTS RECEIVABLE.		\$ 110,201.10
13200-900-0001-001	DUE FROM MM63 FOR SET UP	\$ 175,000.00	
13300-001-0000-001	DUE FROM M63	\$ 436,909.56	
13300-001-0000-001		\$ 430,909.50	<b>*</b> 011 000 F0
	Total DUE FROM OTHER FUNDS:		\$ 611,909.56
PROPERTY HELD FOR SALE		¢ 1 000 000 00	
15000-001-0000-000	PROPERTY HELD FOR SALE	\$ 1,000,000.00	
	Total PROPERTY HELD FOR SALE:		\$ 1,000,000.00
PREPAID			
15500-001-0000-000	PREPAID EXPENSES	\$ 6,220.09	
15500-001-0001-000	PREPAID INSURANCE	\$ 483,257.29	
15500-001-0004-000	DEPOSIT IN ZENNITH FOR GRIT CLAIMS	\$ 20,732.79	
	Total PREPAID:		\$ 510,210.17
	Total Assets:		\$ 25,276,386.85
Liabilities			
VOUCHER PAYABLE			
20100-001-0000-001	VOUCHERS PAYABLE	\$-8,593.01	
20100-001-0000-006	EE CONTRIB TO DEF COMP - NW (457)	\$ 125.00	
20100-001-0000-007	EE CONTRIB TO DEF COMP FL (457)	\$-250.00	
20100-001-0000-009	EE ELECTIVE LIFE INS - STANDARD INS	\$-2,695.13	
20100-001-0000-010	EE CONTRIBUTION TO FRS	\$ 28.891.15	
20100-001-0000-012	EE CONTRIB TO 175 RETIREMENT	\$ 35.25	
20100-001-0000-012	FSA CONTRIBUTION	\$-2,084.07	
20100-001-0000-013	GARNISHMENT	\$ 544.46	
20100-001-0000-014	DISTRICT 457 NW MATCH	\$ 500.00	
20100-001-0000-019	FSA Contributions from Prior Year	\$ 26,137.32	
20100-001-0000-022	DISTRICT 457 FL MATCH	\$ 20,137.32	
20100-001-0000-020		÷ 123.00	¢ 40 705 07
ACCRUED WAGES PAYABLE	Total VOUCHER PAYABLE:		\$ 42,735.97
21600-001-0000-000	ACCRUED WAGES PAYABLE	\$ 98,000.00	
21000-001-0000-000		φ 38,000.00	¢ 00 000 00
	Total ACCRUED WAGES PAYABLE:		\$ 98,000.00
OTHER CURRENT LIABILITIES 22900-001-0001-000			
	GRIT BANKRUPTCY DISPURSEMENT	\$ 32,404.42	

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#### **Balance Sheet** As of 4/30/2021

<b>Greater Naples</b>	Fire Rescue	District (	(GNF)
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\$ 32,404.42		Total OTHER CURRENT LIABILITIES:	
\$ 173,140.39		Total Liabilities:	
			Equity
			PREPAID EXPENSES
	\$ 374,214.42	PREPAID EXPENSES	27300-000-0000-001
	\$ 1,000,000.00	LAND HELD FOR SALE	27300-000-0000-002
\$ 1,374,214.42		Total PREPAID EXPENSES:	
			FUND BALANCE
	\$ 697,321.00	FUND BALANCE - RESTRICTED	28100-001-0000-000
	\$ 168,700.00	FUND BALANCE ASSIGNED	28300-001-0000-000
	\$ 6,284,093.71	FUND BALANCE - UNASSIGNED	28400-001-0000-000
	\$ 757,095.81	FUND BALANCE CURRENT YEAR	28400-001-0000-002
	\$ 15,821,823.05	Retained Earnings-Current Year	28400-001-0000-002
\$ 23,729,033.57		Total FUND BALANCE:	
\$ 25,103,247.99		Total Equity:	
\$ 25,276,388.38		Total Liabilities & Equity:	

#### GNFRD INCOME STATEMENT For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Revenue									
TAXES									
31100-001-0000-001	AD VALOREM	953,994.16	70.25	2,663,461.33	89.72	31,661,313.29	89.87	31,961,535.80	89.7
31100-001-0000-002	PRIOR YEAR TAXES	0.00	0.00	291.66	0.01	9,423.03	0.03	3,500.00	0.0
31100-001-0000-003	WARRANT DISTRIBUTIONS	0.00	0.00	208.33	0.01	29,696.78	0.08	2,500.00	0.0
31100-001-0000-004	COUNTY HELD DISTRIBUTIONS	0.00	0.00	12.50	0.00	235.68	0.00	150.00	0.0
31100-001-0000-005	AD VALOREM INTEREST	568.15	0.04	125.00	0.00	3,257.41	0.01	1,500.00	0.0
31100-001-0000-007	EXCESS FEES	0.00	0.00	8,333.33	0.28	0.00	0.00	100,000.00	0.2
31100-001-2060-012	AD VALOREM - OCHOPEE	33,226.83	2.45	103,180.33	3.48	389,348.62	1.11	1,238,164.00	3.4
31100-001-2060-013	OCHOPEE MANAGEMENT FEE	0.00	0.00	47,091.66	1.59	565,100.00	1.60	565,100.00	1.5
Total TAXES:	-	987,789.14	72.74	2,822,704.14	95.08	32,658,374.81	92.70	33,872,449.80	95.0
INSPECTION FEES NE	w								
32901-001-0000-010	INSPECTION FEES NEW CONSTRUCTIC	90,954.61	6.70	37,500.00	1.26	495,135.72	1.41	450,000.00	1.2
32901-001-0000-011	TIMED INSP/RE-INSP FEES NEW CONS	675.00	0.05	625.00	0.02	5,450.00	0.02	7,500.00	0.0
32901-001-0000-012	RE-INSPECTON - NEW	3,025.00	0.22	3,750.00	0.13	29,675.00	0.08	45,000.00	0.1
32901-001-0000-014	KEY BOX INSPECTION - NEW	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
32901-001-0000-015	HYDRANT THRUST BLOCK	400.00	0.03	416.66	0.01	3,700.00	0.01	5,000.00	0.0
32901-001-0000-016	HYDRANT THRUST BLOCK RE-INSP	100.00	0.01	41.66	0.00	450.00	0.00	500.00	0.0
32901-001-0000-017	FIRE FLOWS	1,950.00	0.14	1,708.33	0.06	14,550.00	0.04	20,500.00	0.0
32901-001-0000-018	FIRE FLOW RE-INSPECTION	150.00	0.01	208.33	0.01	2,100.00	0.01	2,500.00	0.0
32901-001-0000-019	PLAN REVIEWS	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.0
32901-001-2060-000	INSPECTION FEES NEW - OCHOPEE	0.00	0.00	291.66	0.01	0.00	0.00	3,500.00	0.0
Total INSPECTION FEE	ES NEW:	97,254.61	7.16	44,624.97	1.50	551,160.72	1.56	535,500.00	1.5
INSPECTION FEES EX	ISTING								
32910-001-1000-110	INSP. FEES EXISTING - TIMED	300.00	0.02	62.50	0.00	825.00	0.00	750.00	0.0
32910-001-1000-111	OCCUPATIONAL INSPECTION	3,440.00	0.25	2,000.00	0.07	17,200.00	0.05	24,000.00	0.0
32910-001-1000-112	<b>RE-INSPECTION FEES - EXISTING</b>	850.00	0.06	20.83	0.00	1,750.00	0.00	250.00	0.0
32910-001-1000-113	INSPECTION FEES 0 - 3,000 SQ FT EXIS	225.00	0.02	291.67	0.01	900.00	0.00	3,500.00	0.0
32910-001-1000-114	INSPECTION FEES 3,001 - 30,000 SQ FT	350.00	0.03	250.00	0.01	2,335.00	0.01	3,000.00	0.0
32910-001-1000-115	INSPECTION FEES 30,001 - 100,000 SQ	150.00	0.01	295.83	0.01	1,350.00	0.00	3,550.00	0.0
32910-001-1000-116	INSPECTION FEES OVER 100,000 SQ F	500.00	0.04	500.00	0.02	1,250.00	0.00	6,000.00	0.0
32910-001-1000-117	KEY BOX INSPECTIONS - EXISTING	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.0
32910-001-1000-119	INSP. FEES APARTMENT/CONDO 4 BUI	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.0
Total INSPECTION FEE	ES EXISTING:	5,815.00	0.43	3,462.49	0.12	25,610.00	0.07	41,550.00	0.1
FEDERAL GRANTS									
33100-001-0000-201	FEDERAL GRANTS AWARDED	0.00	0.00	6,032.17	0.20	1,146,770.00	3.26	72,386.00	0.2
33100-001-0000-210	FEDERAL GRANTS- FEMA	179,805.83	13.24	0.00	0.00	179,805.83	0.51	0.00	0.0

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G/L Date: 4/30/2021

For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
	_	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
FEDERAL GRANTS		(Conti	nued)						
33100-001-2050-012	GRANT - SAFER	0.00	0.00	39,673.83	1.34	221,896.09	0.63	476,086.00	1.34
Total FEDERAL GRAN	TS:	179,805.83	13.24	45,706.00	1.54	1,548,471.92	4.40	548,472.00	1.54
FIREFIGHTERS SUPPL	LEMENT INCOME								
33500-001-0000-210	FIREFIGHTER SUPPLEMENTAL INCOMI	14,545.01	1.07	5,416.67	0.18	32,025.01	0.09	65,000.00	0.18
33500-001-0000-290	MARC UNIT - STATE OF FLORIDA	0.00	0.00	12,458.33	0.42	71,480.23	0.20	149,500.00	0.42
Total FIREFIGHTERS S		14,545.01	1.07	17,875.00	0.60	103,505.24	0.29	214,500.00	0.60
FIRE & LIFE SAFETY C	CHARGES & FEES								
34200-001-0000-202	REIMBURSEMENT FOR OT	-25.00	0.00	833.33	0.03	3,125.00	0.01	10,000.00	0.03
34200-001-0000-203	FALSE ALARMS	0.00	0.00	2,500.00	0.08	400.00	0.00	30,000.00	0.08
34200-001-0000-206	ISO LETTERS	50.00	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	110.00	0.01	166.67	0.01	450.00	0.00	2,000.00	0.01
34200-001-0000-209	DEFICIENCY REVIEWS	200.00	0.01	291.67	0.01	900.00	0.00	3,500.00	0.01
34200-001-0000-210	VARIANCE REQUESTS	0.00	0.00	250.00	0.01	900.00	0.00	3,000.00	0.01
34200-001-0000-211	FIRE WORK PERMITS	0.00	0.00	83.33	0.00	900.00	0.00	1,000.00	0.00
34200-001-0000-212	TRAINING DONE BY F & L SAFETY	10.00	0.00	25.00	0.00	140.00	0.00	300.00	0.00
34200-001-0000-904	SPECIAL EVENT INSPECTION FEES	150.00	0.01	166.67	0.01	600.00	0.00	2,000.00	0.01
34200-001-0000-905	OTHER F & L MISC. INCOME	1,810.24	0.13	166.67	0.01	2,806.70	0.01	2,000.00	0.01
Total FIRE & LIFE SAF	ETY CHARGES & FEES:	2,305.24	0.17	4,533.34	0.15	10,421.70	0.03	54,400.00	0.15
INTEREST EARNINGS									
36100-001-0000-001	INTEREST EARNINGS	2,900.38	0.21	13,166.67	0.44	22,380.38	0.06	158,000.00	0.44
Total INTEREST EARN	INGS:	2,900.38	0.21	13,166.67	0.44	22,380.38	0.06	158,000.00	0.44
RENTALS & LEASES									
36200-001-0000-002	CELL TOWER LEASE CONTRACT	3,467.89	0.26	6,250.00	0.21	24,069.04	0.07	75,000.00	0.21
36200-001-0000-003	PUBLIC SAFETY - STATION 21	0.00	0.00	600.00	0.02	638.55	0.00	7,200.00	0.02
36200-001-0000-004	PUBLIC SAFETY - STATION 22	0.00	0.00	344.00	0.01	818.46	0.00	4,128.00	0.01
36200-001-0000-005	PUBLIC SAAFETY - STATION 23	300.00	0.02	300.00	0.01	2,400.00	0.01	3,600.00	0.01
36200-001-0000-006	PUBLIC SAFETY - STATION 20	0.00	0.00	750.00	0.03	0.00	0.00	9,000.00	0.03
Total RENTALS & LEA		3,767.89	0.28	8,244.00	0.28	27,926.05	0.08	98,928.00	0.28
DISPOSITION OF FIXE	DASSETS								
36400-001-0000-001	DISPOSITION OF FIXED ASSETS	7,514.56	0.55	833.33	0.03	7,514.56	0.02	10,000.00	0.03
Total DISPOSITION OF	FIXED ASSETS:	7,514.56	0.55	833.33	0.03	7,514.56	0.02	10,000.00	0.03
CONTRIBUTIONS AND									
36600-001-0000-001	CONTRIBUTIONS AND DONATIONS	25.75	0.00	20.83	0.00	2,583.30	0.01	250.00	0.00
Total CONTRIBUTIONS	S AND DONATIONS:	25.75	0.00	20.83	0.00	2,583.30	0.01	250.00	0.00

Run Date: 5/7/2021 1:11:55PM

G/L Date: 4/30/2021

For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
OTHER MISCELLANED		· · ·				· · ·			
36900-001-0000-902	FIRE MARSHALL MOU REIMBURSEMEN	48,910.86	3.60	3,750.00	0.13	48,910.86	0.14	45,000.00	0.1
36900-001-0000-904	SHOP REVENUE	5,188.28	0.38	3,333.33	0.11	47,989.96	0.14	40,000.00	0.1
36900-001-0000-906	OTHER MISC. INCOME	102.71	0.01	41.67	0.00	159,499.57	0.45	500.00	0.0
36900-001-4010-006	-GEN-VEHICLE REPAIR - GNFRD	0.00	0.00	0.00	0.00	4,634.85	0.01	0.00	0.0
36900-001-4010-046	VEHICLE REPAIR INSURANCE REIM.	2,062.50	0.15	416.67	0.01	10,689.10	0.03	5,000.00	0.0
Total OTHER MISCELL	ANEOUS INCOME:	56,264.35	4.14	7,541.67	0.25	271,724.34	0.77	90,500.00	0.2
Total Revenue:	-	1,357,987.76	100.00	2,968,712.44	100.00	35,229,673.02	100.00	35,624,549.80	100.0
Gross Profit:	-	1,357,987.76	100.00	2,968,712.44	100.00	35,229,673.02	100.00	35,624,549.80	100.0
Expenses									
LEGISLATIVE SALARIE									
51100-001-0000-011	LEGISLATIVE SALARIES (COMMISSION	2,470.00	0.18	2,708.33	0.09	15,714.25	0.04	32,500.00	0.0
Total LEGISLATIVE SA	LARIES:	2,470.00	0.18	2,708.33	0.09	15,714.25	0.04	32,500.00	0.0
EXECUTIVE SALARIES	& WAGES								
51200-001-0000-011	EXECUTIVE SALARIES	79,394.53	5.85	90,766.33	3.06	651,881.90	1.85	1,089,196.00	3.0
51200-001-0000-012	EXECUTIVE 175 PENSION CONTRACTU	0.00	0.00	395.83	0.01	3,442.22	0.01	4,750.00	0.0
Total EXECUTIVE SAL	ARIES & WAGES:	79,394.53	5.85	91,162.16	3.07	655,324.12	1.86	1,093,946.00	3.0
ADMINISTRATIVE SAL	ARIES								
51300-001-1000-012	SALARIES - NON BARGAINING (ADMIN,	96,231.52	7.09	116,705.08	3.93	643,173.31	1.83	1,400,461.00	3.9
51300-001-1000-014	OVERTIME (NON-BARGAINING)	3,015.74	0.22	6,250.00	0.21	15,976.45	0.05	75,000.00	0.2
Total ADMINISTRATIVE	SALARIES:	99,247.26	7.31	122,955.08	4.14	659,149.76	1.87	1,475,461.00	4.1
BARGAINING UNIT SH	IFT SALARIES & WAGES								
51310-001-2000-012	BARGAINING UNIT SALARIES - SHIFT	857,877.72	63.17	1,077,676.00	36.30	6,209,077.89	17.62	12,932,112.00	36.3
51310-001-2000-013	FIREFIGHTERS - PART TIME	0.00	0.00	10,416.67	0.35	0.00	0.00	125,000.00	0.3
51310-001-2000-014	OVERTIME - SHIFT	134,197.57	9.88	150,229.17	5.06	1,244,686.98	3.53	1,802,750.00	5.0
51310-001-2050-012	SAFER GRANT SALARIES -FF	50,631.78	3.73	104,306.00	3.51	376,183.05	1.07	1,251,672.00	3.5
51310-001-2050-014	SAFER GRANT OVERTIME - FF	3,507.88	0.26	4,166.67	0.14	19,028.24	0.05	50,000.00	0.1
Total BARGAINING UN	IT SHIFT SALARIES & WAGES:	1,046,214.95	77.04	1,346,794.51	45.37	7,848,976.16	22.28	16,161,534.00	45.3
BARGAINING UNIT - N	ON SHIFT								
51320-001-3000-012	SALARIES - FIRE & LIFE SAFETY	69,545.56	5.12	75,206.25	2.53	432,347.49	1.23	902,475.00	2.5
51320-001-3000-014	OVERTIME FIRE & LIFE SAFETY	1,065.02	0.08	8,333.33	0.28	6,086.76	0.02	100,000.00	0.2
Total BARGAINING UN	IT - NON SHIFT:	70,610.58	5.20	83,539.58	2.81	438,434.25	1.24	1,002,475.00	2.8
EARNINGS OTHER									
51330-001-9000-011	DISPLACEMENT PAY	0.00	0.00	12.50	0.00	101.74	0.00	150.00	0.0
51330-001-9000-013	HOLIDAY	0.00	0.00	18,750.00	0.63	430.46	0.00	225,000.00	0.6
51330-001-9000-014	VACATION	2,114.93	0.16	10,833.33	0.36	56,981.87	0.16	130,000.00	0.3

Run Date: 5/7/2021 1:11:55PM

G/L Date: 4/30/2021

For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
EARNINGS OTHER	-	(Co	ntinued)						
51330-001-9000-015	SICK TIME	4,084.04	0.30	21,666.67	0.73	66,359.37	0.19	260,000.00	0.73
51330-001-9000-016	457 CONTRACTUAL	0.00	0.00	408.33	0.01	2,362.66	0.01	4,900.00	0.01
51330-001-9010-011	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	6,040.50	0.02	0.00	0.00
51330-001-9010-012	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	-6,040.50	-0.02	0.00	0.00
51330-001-9012-011	DISABILITY BENEFITS	2,906.12	0.21	0.00	0.00	75,882.47	0.22	0.00	0.00
51330-001-9012-012	NET DISABILITY BENEFITS	-2,906.12	-0.21	0.00	0.00	-75,882.47	-0.22	0.00	0.00
Total EARNINGS OTHE	R:	6,198.97	0.46	51,670.83	1.74	126,236.10	0.36	620,050.00	1.74
DEBT SERVICE									
51700-001-0000-071	DEBT SERVICE - PRINCIPAL PAYMENT	0.00	0.00	50,601.17	1.70	426,280.14	1.21	607,214.00	1.70
51700-001-0000-072	DEBT SERVICE - INTEREST PAYMENT	0.00	0.00	6,333.33	0.21	73,189.59	0.21	76,000.00	0.21
Total DEBT SERVICE:	-	0.00	0.00	56,934.50	1.92	499,469.73	1.42	683,214.00	1.92
FICA TAXES									
52201-001-0000-011	ER SS TAXES	78,802.19	5.80	88,419.58	2.98	580,797.77	1.65	1,061,035.00	2.98
52201-001-0000-012	ER MEDICARE TAXES	18,429.45	1.36	24,205.42	0.82	139,029.40	0.39	290,465.00	0.82
Total FICA TAXES:	-	97,231.64	7.16	112,625.00	3.79	719,827.17	2.04	1,351,500.00	3.79
RETIREMENT CONTRI	BUTIONS								
52202-001-0010-022	FRS CONTRIBUTIONS	0.00	0.00	220,158.67	7.42	1,486,834.97	4.22	2,641,904.00	7.42
52202-001-0011-022	175 RETIREMENT PLAN CONTRIBUTION	71,539.31	5.27	46,176.42	1.56	392,232.15	1.11	554,117.00	1.56
52202-001-0012-022	NATIONWIDE RETIREMENT PLAN	2,311.97	0.17	3,575.00	0.12	23,165.61	0.07	42,900.00	0.12
52202-001-0013-022	DISTRICT DEF COMP MATCH - NW	800.00	0.06	975.00	0.03	7,650.00	0.02	11,700.00	0.03
52202-001-0014-022	DISTRICT DEF COMP FL MATCH	250.00	0.02	1,137.50	0.04	2,400.00	0.01	13,650.00	0.04
Total RETIREMENT CO	NTRIBUTIONS:	74,901.28	5.52	272,022.59	9.16	1,912,282.73	5.43	3,264,271.00	9.16
LIFE AND HEALTH INS	URANCE								
52205-001-0010-023	INS BENEFITS FIXED - DENTAL	1,318.04	0.10	1,274.08	0.04	8,175.52	0.02	15,289.00	0.04
52205-001-0011-023	INSURANCE BENEFITS FIXED - LIFE IN	4,899.65	0.36	3,916.67	0.13	34,876.28	0.10	47,000.00	0.13
52205-001-0012-023	INS BENEFITS FIXED - MEDICAL	290,023.18	21.36	254,997.75	8.59	1,865,664.11	5.30	3,059,973.00	8.59
52205-001-0013-023	INS BENEFITS FIXED - STD/LTD	12,549.76	0.92	13,200.00	0.44	89,642.92	0.25	158,400.00	0.44
52205-001-0014-023	INS BENEFTIS FIXED - VISION	2,330.11	0.17	2,814.00	0.09	16,426.55	0.05	33,768.00	0.09
52205-001-0015-023	INS BENEFITS - DENTAL CLAIMS	15,027.55	1.11	13,166.67	0.44	93,292.32	0.26	158,000.00	0.44
52205-001-0016-023	INS BENEFITS - MEDICAL HRA	48,757.01	3.59	55,532.58	1.87	413,690.69	1.17	666,391.00	1.87
Total LIFE AND HEALT	H INSURANCE:	374,905.30	27.61	344,901.75	11.62	2,521,768.39	7.16	4,138,821.00	11.62
WORKERS COMPENS	ATION								
52210-001-0010-024	WORKERS COMPENSATION PREMIUM	47,897.42	3.53	48,041.92	1.62	343,521.94	0.98	576,503.00	1.62
52210-001-0011-024	EE WORKERS COMP CHECKS	-6,688.29	-0.49	0.00	0.00	-43,026.95	-0.12	0.00	0.00
52210-001-0012-024	EXPENSES FOR GRIT CLAIMANTS	0.00	0.00	208.33	0.01	441.98	0.00	2,500.00	0.01
Total WORKERS COMP	PENSATION:	41,209.13	3.03	48,250.25	1.63	300,936.97	0.85	579,003.00	1.63

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UNEMPLOYMENT COMP 52215-001-0000-025 52215-001-0000-026	PENSATION	Period to Date	%	PTD Budget	0/				
52215-001-0000-025	PENSATION			PTD Budget	%	Year to Date	%	Annual Budget	%
52215-001-0000-026	RE-EMPLOYMENT TAX	0.00	0.00	1,000.00	0.03	3,148.01	0.01	12,000.00	0.03
	POST EMPLOYMENT BENEFITS (PEHP)	0.00	0.00	25,833.33	0.87	290,000.00	0.82	310,000.00	0.87
52215-001-0010-026	SB 426 CANCER COVERAGE	0.00	0.00	3,500.00	0.12	30,588.17	0.09	42,000.00	0.12
Total UNEMPLOYMENT (	COMPENSATION:	0.00	0.00	30,333.33	1.02	323,736.18	0.92	364,000.00	1.02
PROFESSIONAL SERVIC	ES								
52220-001-0000-031	PROFESSIONAL SERVICES	13,719.11	1.01	22,958.33	0.77	320,341.60	0.91	275,500.00	0.77
52220-001-0011-031	CONTRACTUAL SERV - ADV COLLECTC	19,079.88	1.41	50,416.67	1.70	636,630.14	1.81	605,000.00	1.70
52220-001-0012-031	CONTRACTUAL SERV - IMPACT FEE CC	0.00	0.00	1,166.67	0.04	10,221.99	0.03	14,000.00	0.04
52220-001-0013-031	CONTRACTUAL SERV - PROPERTY APF	64,977.24	4.78	20,833.33	0.70	173,963.08	0.49	250,000.00	0.70
52220-001-1000-031	CONTRACTUAL SERV - GENERAL OPEI	13,844.96	1.02	12,745.00	0.43	149,743.40	0.43	152,940.00	0.43
52220-001-2060-031	CONTRACTUAL SERV - OCHOPEE	1,994.94	0.15	1,162.17	0.04	9,809.58	0.03	13,946.00	0.04
52220-001-3000-031	CONTRACTUAL SERV FIRE & LIFE SAFI	29,872.37	2.20	4,125.00	0.14	37,831.73	0.11	49,500.00	0.14
52220-001-4000-031	CONTRACTUAL SERVICES FLEET	0.00	0.00	2,328.33	0.08	44.40	0.00	27,940.00	0.08
52220-001-8000-031	CONTRACTUAL SERV - LOGISTICS	0.00	0.00	15,766.67	0.53	4,425.02	0.01	189,200.00	0.53
Total PROFESSIONAL SE	ERVICES:	143,488.50	10.57	131,502.17	4.43	1,343,010.94	3.81	1,578,026.00	4.43
ACCOUNTING & AUDITIN	NG								
52225-001-0000-032	ACCOUNTING & AUDITING	7,000.00	0.52	3,875.00	0.13	8,000.00	0.02	46,500.00	0.13
Total ACCOUNTING & AL	JDITING:	7,000.00	0.52	3,875.00	0.13	8,000.00	0.02	46,500.00	0.13
CURRENT CHARGES									
52230-001-0000-037	CURRENT CHARGES	4,556.51	0.34	3,541.67	0.12	12,216.04	0.03	42,500.00	0.12
Total CURRENT CHARGE	ES:	4,556.51	0.34	3,541.67	0.12	12,216.04	0.03	42,500.00	0.12
TRAVEL & PER DIEM									
52235-001-0010-040	EMPLOYEE TOLLS REIMBURSEMENT	0.00	0.00	12.50	0.00	5.88	0.00	150.00	0.00
Total TRAVEL & PER DIE		0.00	0.00	12.50	0.00	5.88	0.00	150.00	0.00
COMMUNICATIONS & FR	REIGHT								
52240-001-0000-041	COMMUNICATIONS- CELL PHONES	0.00	0.00	1,583.33	0.05	200.00	0.00	19,000.00	0.05
52240-001-0000-042	FREIGHT & POSTAGE SERVICES	655.35	0.05	333.33	0.01	1,536.76	0.00	4,000.00	0.01
52240-001-0015-041	COMMUNICATIONS-GENERAL	10,743.96	0.79	10,219.17	0.34	75,071.81	0.21	122,630.00	0.34
52240-001-2060-041	COMMUNICATIONS - OCHOPEE	1,949.29	0.14	2,000.00	0.07	11,279.01	0.03	24,000.00	0.07
Total COMMUNICATIONS	S & FREIGHT:	13,348.60	0.98	14,135.83	0.48	88,087.58	0.25	169,630.00	0.48
UTILITY SERVICES									
52245-001-0000-043	UTILITIES	13,996.59	1.03	16,016.83	0.54	101,402.58	0.29	192,202.00	0.54
52245-001-2060-043	UTILITY SERVICES - OCHOPEE	843.38	0.06	1,062.50	0.04	6,360.81	0.02	12,750.00	0.04
Total UTILITY SERVICES		14,839.97	1.09	17,079.33	0.58	107,763.39	0.31	204,952.00	0.58

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				ORIGINAL				ORIGINAL	
	_	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
<b>RENTALS &amp; LEASES</b>	_	(Co	ntinued)						
52250-001-0000-044	RENTALS & LEASES	322.89	0.02	666.67	0.02	1,186.17	0.00	8,000.00	0.02
52250-001-0015-044	RENTALS & LEASES - E-FLEET	15,438.17	1.14	15,500.00	0.52	105,343.59	0.30	186,000.00	0.52
52250-001-8000-044	RENTALS & LEASES - FACILITIES/LOGI	13,800.00	1.02	3,000.00	0.10	36,193.05	0.10	36,000.00	0.10
Total RENTALS & LEAS	ES:	29,561.06	2.18	19,166.67	0.65	142,722.81	0.41	230,000.00	0.65
INSURANCE GENERAL									
52255-001-0000-045	GENERAL INSURANCE	214.00	0.02	37,878.58	1.28	476,605.36	1.35	454,543.00	1.28
Total INSURANCE GEN	ERAL:	214.00	0.02	37,878.58	1.28	476,605.36	1.35	454,543.00	1.28
REPAIR & MAINT									
52260-001-0500-046	REPAIRS- HURRICANE IRMA	0.00	0.00	0.00	0.00	4,282.00	0.01	0.00	0.00
52260-001-0700-046	REPAIR - RADIOS	4,737.15	0.35	1,250.00	0.04	9,224.48	0.03	15,000.00	0.04
52260-001-1000-046	<b>REPAIR &amp; MAINTENACE - ADMIN</b>	351.00	0.03	1,791.67	0.06	439.47	0.00	21,500.00	0.06
52260-001-2000-046	<b>REPAIR &amp; MAINT - OPERATIONS</b>	1,040.77	0.08	2,062.50	0.07	5,634.14	0.02	24,750.00	0.07
52260-001-2060-046	REPAIR & MAINT OCHOPEE	1,013.36	0.07	1,166.67	0.04	9,210.73	0.03	14,000.00	0.04
52260-001-3000-046	REPAIR & MAINT. FIRE & LIFE SAFETY	0.00	0.00	1,166.67	0.04	239.38	0.00	14,000.00	0.04
52260-001-4010-046	VEHICLE REPAIR - GNFRD VEHICLES	41,102.78	3.03	33,333.33	1.12	218,175.23	0.62	400,000.00	1.12
52260-001-4011-046	VEHICLE REPAIR - NON GNFRD	7,076.33	0.52	3,750.00	0.13	51,220.16	0.15	45,000.00	0.13
52260-001-4020-046	<b>REPAIR &amp; MAINTENANCE- MARC UNIT</b>	14,181.69	1.04	12,458.33	0.42	14,480.69	0.04	149,500.00	0.42
52260-001-4060-046	VEHICLE REPAIR - OCHOPEE	4,248.62	0.31	2,666.67	0.09	17,771.33	0.05	32,000.00	0.0
52260-001-4112-046	<b>REPAIR &amp; MAINT - MARINE VESSEL</b>	2,859.69	0.21	1,583.33	0.05	2,859.69	0.01	19,000.00	0.0
52260-001-4160-046	<b>REPAIRS &amp; MAINTENANCE MARINE - O</b>	0.00	0.00	416.67	0.01	2,713.09	0.01	5,000.00	0.0
52260-001-4190-046	<b>REPAIR &amp; MAINT MARINE VESSEL - ISL</b>	35.52	0.00	0.00	0.00	18,514.11	0.05	0.00	0.0
52260-001-5000-046	<b>REPAIR &amp; MAINTENANCE - TRAINING</b>	325.76	0.02	208.33	0.01	1,017.11	0.00	2,500.00	0.0
52260-001-6000-046	<b>REPAIR &amp; MAINT - SPECIAL OPERATIOI</b>	0.00	0.00	833.33	0.03	671.11	0.00	10,000.00	0.03
52260-001-6010-046	<b>REPAIR &amp; MAINTENANCE - DIVE</b>	0.00	0.00	0.00	0.00	631.76	0.00	0.00	0.00
52260-001-6012-046	<b>REPAIR &amp; MAINTENANCE - SCBA</b>	0.00	0.00	1,208.33	0.04	2,420.00	0.01	14,500.00	0.04
52260-001-6013-046	<b>REPAIR &amp; MAINTENANCE - USAR</b>	211.77	0.02	0.00	0.00	211.77	0.00	0.00	0.00
52260-001-7000-046	<b>REPAIR &amp; MAINTENANCE - MEDICAL</b>	0.00	0.00	208.33	0.01	216.67	0.00	2,500.00	0.0
52260-001-8000-046	<b>REPAIR &amp; MAINT - FACILITIES</b>	7,365.39	0.54	12,304.17	0.41	84,351.16	0.24	147,650.00	0.4
52260-001-8050-046	REPAIR & MAINT FACILITES MAJOR PR	0.00	0.00	12,500.00	0.42	18,679.80	0.05	150,000.00	0.42
Total REPAIR & MAINT:	-	84,549.83	6.23	88,908.33	2.99	462,963.88	1.31	1,066,900.00	2.99
PRINTING									
52265-001-0000-047	PRINTING & BINDING	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
Total PRINTING:		0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.00
								40.000	
52270-001-0000-051	OFFICE SUPPLIES	1,174.40	0.09	1,093.75	0.04	8,211.15	0.02	13,125.00	0.04
Total OFFICE SUPPLIES	S:	1,174.40	0.09	1,093.75	0.04	8,211.15	0.02	13,125.00	0.04

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				ORIGINAL				ORIGINAL	
	_	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
FUELS & LUBRICANTS									
52275-001-0010-052	FUELS & LUBRICANTS	1,028.81	0.08	1,666.67	0.06	4,815.12	0.01	20,000.00	0.0
52275-001-0011-052	FUELS & LUBRICANTS - UNLEADED	6,376.84	0.47	5,735.50	0.19	37,025.96	0.11	68,826.00	0.1
52275-001-0012-052	FUELS & LUBRICANTS - DIESEL	13,912.32	1.02	12,916.67	0.44	69,578.01	0.20	155,000.00	0.4
52275-001-0090-052	MARINE NON-ETHANOL UNLEADED	1,040.17	0.08	1,625.00	0.05	3,645.21	0.01	19,500.00	0.0
52275-001-2060-052	FUEL - OCHOPEE	182.72	0.01	981.25	0.03	182.72	0.00	11,775.00	0.0
Total FUELS & LUBRIC	ANTS:	22,540.86	1.66	22,925.09	0.77	115,247.02	0.33	275,101.00	0.7
OPERATING SUPPLIES									
52285-001-0001-052	OPERATING-GEN-OPERATING SUPPLIE	0.00	0.00	0.00	0.00	907.79	0.00	0.00	0.0
52285-001-1000-052	<b>OPERATING SUPPLIES - ADMIN</b>	1,209.98	0.09	275.00	0.01	1,521.60	0.00	3,300.00	0.0
52285-001-2000-052	<b>OPERATING SUPPLIES - OPERATIONS</b>	4,614.71	0.34	3,916.67	0.13	23,334.60	0.07	47,000.00	0.1
52285-001-2060-052	<b>OPERATING SUPPLIES - OCHOPEE</b>	240.00	0.02	291.67	0.01	240.00	0.00	3,500.00	0.0
52285-001-3000-052	OPERATING SUPPLY - FIRE & LIFE SAF	0.00	0.00	1,666.67	0.06	733.12	0.00	20,000.00	0.0
52285-001-4000-052	<b>OPERATING SUPPLIES - FLEET</b>	915.60	0.07	666.67	0.02	2,325.99	0.01	8,000.00	0.0
52285-001-5000-052	<b>OPERATING SUPPLIES - TRAINING</b>	99.80	0.01	291.67	0.01	4,939.50	0.01	3,500.00	0.0
52285-001-6010-052	OPERATING SUPPLIES - DIVE	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6011-052	<b>OPERATING SUPPLIES - HAZ MAT</b>	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6012-052	<b>OPERATING SUPPLIES - SCBA</b>	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6013-052	<b>OPERATING SUPPLIES - USAR</b>	1,689.56	0.12	83.33	0.00	1,689.56	0.00	1,000.00	0.0
52285-001-6014-052	<b>OPERATING SUPPLIES - MERT</b>	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-7000-052	OPERATING SUPPLES - MEDICAL	7,952.37	0.59	3,750.00	0.13	13,633.49	0.04	45,000.00	0.1
52285-001-8000-052	<b>OPERATING SUPPLIES - FACILITIES/MA</b>	19.38	0.00	625.00	0.02	1,667.78	0.00	7,500.00	0.0
52285-001-9000-052	<b>OPERATING EXPENSES - COVID 19</b>	9,638.80	0.71	6,250.00	0.21	105,877.33	0.30	75,000.00	0.2
Total OPERATING SUP	PLIES:	26,380.20	1.94	18,150.00	0.61	156,870.76	0.45	217,800.00	0.6
SMALL EQUIPMENT									
52910-001-1000-049	SMALL EQUIPMENT - ADMIN	3,919.67	0.29	1,250.00	0.04	11,762.38	0.03	15,000.00	0.0
52910-001-2000-049	SMALL EQUIPMENT - OPERATIONS	8,579.01	0.63	6,250.00	0.21	54,970.42	0.16	75,000.00	0.2
52910-001-2060-049	SMALL EQUIPMENT - OCHOPEE	1,171.64	0.09	833.33	0.03	6,750.75	0.02	10,000.00	0.0
52910-001-3000-049	SMALL EQUIP - FIRE & LIFE SAFETY	1,637.91	0.12	1,347.00	0.05	1,953.81	0.01	16,164.00	0.0
52910-001-4000-049	SMALL EQUIPMENT - FLEET	199.00	0.01	416.67	0.01	1,233.24	0.00	5,000.00	0.0
52910-001-5000-049	SMALL EQUIP - TRAINING	0.00	0.00	537.50	0.02	1,400.08	0.00	6,450.00	0.0
52910-001-6010-049	SMALL EQUIP - DIVE	0.00	0.00	208.33	0.01	4,053.85	0.01	2,500.00	0.0
52910-001-6011-049	SMALL EQUIP - HAZ MAT	0.00	0.00	666.67	0.02	0.00	0.00	8,000.00	0.0
52910-001-6012-049	SMALL EQUIPMENT - SCBA	11,143.99	0.82	208.33	0.01	11,143.99	0.03	2,500.00	0.0
52910-001-6013-049	SMALL EQUIPMENT - USAR	2,251.79	0.17	208.33	0.01	2,251.79	0.01	2,500.00	0.0
52910-001-6014-049	SMALL EQUIPMENTMERT	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.0
52910-001-7000-049	SMALL EQUIP - MEDICAL	0.00	0.00	291.67	0.01	1,797.30	0.01	3,500.00	0.0
52910-001-8000-049	SMALL EQUIP-LOGISTICS	261.28	0.02	291.67	0.01	1,109.85	0.00	3,500.00	0.0

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	_	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Total SMALL EQUIPME	NT:	29,164.29	2.15	12,717.83	0.43	98,427.46	0.28	152,614.00	0.43
UNIFORMS									
52920-001-1000-052	UNIFORMS - ADMIN	594.74	0.04	1,250.00	0.04	3,503.37	0.01	15,000.00	0.04
52920-001-2000-052	UNIFORMS-OPERATIONS	15,680.32	1.15	7,083.33	0.24	33,700.79	0.10	85,000.00	0.24
52920-001-2011-052	UNIFORMS - PPE	8,903.82	0.66	8,983.00	0.30	47,033.53	0.13	107,796.00	0.30
52920-001-3000-052	UNIFORMS - FIRE & LIFE SAFETY	840.00	0.06	416.67	0.01	2,157.40	0.01	5,000.00	0.01
Total UNIFORMS:	_	26,018.88	1.92	17,733.00	0.60	86,395.09	0.25	212,796.00	0.60
BOOKS, DUES									
52930-001-1000-055	BOOKS, DUES - ADMIN	705.01	0.05	3,423.33	0.12	10,567.33	0.03	41,080.00	0.12
52930-001-2000-055	BOOKS, DUES - OPERATIONS	2,196.38	0.16	10,833.33	0.36	28,332.26	0.08	130,000.00	0.36
52930-001-3000-055	BOOKS, DUES - FIRE & LIFE SAFETY	-995.02	-0.07	1,687.50	0.06	379.57	0.00	20,250.00	0.06
52930-001-4000-055	BOOKS, DUES - FLEET	0.00	0.00	1,281.67	0.04	1,867.73	0.01	15,380.00	0.04
52930-001-5000-055	BOOKS, DUES - TRAINING	700.48	0.05	1,666.67	0.06	8,513.26	0.02	20,000.00	0.06
52930-001-5010-055	BOOKS, DUES - TRAINING CPR	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.00
52930-001-6000-055	BOOKS, DUES- SPECIAL OPERATIONS	0.00	0.00	100.00	0.00	0.00	0.00	1,200.00	0.00
52930-001-6010-055	BOOKS, DUES-DIVE	1,689.00	0.12	0.00	0.00	1,689.00	0.00	0.00	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
52930-001-7000-055	BOOKS, DUES - MEDICAL	0.00	0.00	873.92	0.03	671.45	0.00	10,487.00	0.03
Total BOOKS, DUES:	_	4,295.85	0.32	20,053.92	0.68	52,020.60	0.15	240,647.00	0.68
CAPITAL OUTLAY									
52940-001-0000-062	CAPITAL OUTLAY - BUILDING & IMPROV	0.00	0.00	12,209.58	0.41	0.00	0.00	146,515.00	0.41
52940-001-0000-064	CAPITAL OUTLAY - EQUIP & FURNISHIN	19,256.09	1.42	10,525.00	0.35	219,436.20	0.62	126,300.00	0.35
52940-001-0000-068	CAPITAL OUTLAY - INTANGIBLE ASSET	0.00	0.00	11,083.33	0.37	0.00	0.00	133,000.00	0.37
52940-001-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	833.33	0.03	0.00	0.00	10,000.00	0.03
52940-001-0000-070	CAPITAL OUTLAY - FIRE & RESCUE VEI	0.00	0.00	6,367.58	0.21	0.00	0.00	76,411.00	0.21
52940-001-4060-064	CAPITAL OUTLAY - OCHOPEE EQUIP 8	8,010.00	0.59	0.00	0.00	8,010.00	0.02	0.00	0.00
Total CAPITAL OUTLA	<i>'</i> :	27,266.09	2.01	41,018.82	1.38	227,446.20	0.65	492,226.00	1.38
Total Expenses:	-	2,326,782.68	171.34	3,013,773.73	101.52	19,407,849.97	55.09	36,165,285.00	101.52
Net Income from Opera	ations:	-968,794.92	-71.34	-45,061.29	-1.52	15,821,823.05	44.91	-540,735.20	-1.52
Earnings before Incom	e Tax:	-968,794.92	-71.34	-45,061.29	-1.52	15,821,823.05	44.91	-540,735.20	-1.52
Net Income (Loss):	-	-968,794.92	-71.34	-45,061.29	-1.52	15,821,823.05	44.91	-540,735.20	-1.52

#### Balance Sheet As of 4/30/2021

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

Assets			
10100-301-0000-001	IMPACT FEES (IBERAIBANK)	\$ 6,664,933.67	
	Total Assets:		\$ 6,664,933.67
Equity			
28100-301-0000-001	FUND BALANCE - IMPACT FEES PRIOR YEAR RESTRICTED	\$ 6,119,850.21	
28100-301-0000-002	Retained Earnings-Current Year	\$-448,903.48	
28100-301-0000-002	FUND BALANCE IMPACT FEES CURRRENT YEAR	\$ 993,986.94	
	Total Equity:		\$ 6,664,933.67
	Total Liabilities & Equity:		\$ 6,664,933.67

#### Impact Fees Income Statement For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Revenue	-								
IMPACT FEES									
32400-301-0000-110	IMPACT FEES	261,366.23	99.64	108,333.33	97.74	1,283,565.03	99.16	1,300,000.00	97.74
Total IMPACT FEES:	-	261,366.23	99.64	108,333.33	97.74	1,283,565.03	99.16	1,300,000.00	97.74
GRANTS									
33100-301-0000-200	FEDERAL GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
33400-301-0000-200	STATE GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total GRANTS:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST EARNINGS									
36100-301-0000-100	INTEREST	935.13	0.36	2,500.00	2.26	10,881.08	0.84	30,000.00	2.26
Total INTEREST EARN	INGS:	935.13	0.36	2,500.00	2.26	10,881.08	0.84	30,000.00	2.26
OTHER MISCELLANE	DUS INCOME								
36400-301-0000-000	DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36400-301-0000-001	OTHER MISCELLANIOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total OTHER MISCELL	ANEOUS INCOME:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue:	_	262,301.36	100.00	110,833.33	100.00	1,294,446.11	100.00	1,330,000.00	100.00
Gross Profit:	-	262,301.36	100.00	110,833.33	100.00	1,294,446.11	100.00	1,330,000.00	100.0
Expenses									
IMPACT FEE EXPENSI	E								
51700-301-0000-071	DEBT SERVICES	0.00	0.00	33,564.64	30.28	210,271.95	16.24	402,775.69	30.28
51700-301-0000-072	DEBT SERVICES -INTEREST	0.00	0.00	8,556.60	7.72	35,922.17	2.78	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	25.00	0.01	0.00	0.00	50.00	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 GRAN1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total IMPACT FEE EXF	PENSE:	25.00	0.01	42,121.24	38.00	246,244.12	19.02	505,455.00	38.00
SMALL EQUIPMENT									
52910-301-2000-049	SMALL EQUIPMENT - OPS - SAFER GR/	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	0.0
52910-301-4000-049	SMALL EQUIPMENT AND TOOLS	0.00	0.00	0.00	0.00	1,838.88	0.14	0.00	0.0
Total SMALL EQUIPME	ENT:	0.00	0.00	0.00	0.00	1,838.88	0.14	0.00	0.0
52920-301-2000-052	UNIFORMS - SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52920-301-2011-052	UNIFORMS - BUNKER GEAR - SAFER G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total UNIFORMS:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Run Date: 5/6/2021 12:21:49PM

G/L Date: 4/30/2021

#### Impact Fees Income Statement For The 7 Periods Ended 4/30/2021

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

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
CAPITAL OUTLAY	-								
52940-301-0000-061	LAND	1,200,000.00	457.49	0.00	0.00	1,300,000.00	100.43	0.00	0.00
52940-301-0000-062	CAPITAL OUTLAY - BUILDING & IMPRO	0.00	0.00	164,166.66	148.12	0.00	0.00	1,970,000.00	148.12
52940-301-0000-063	CAPITAL OUTLAY - INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-064	CAPITAL OUTLAY - EQUIP & FURNISHIN	0.00	0.00	7,083.33	6.39	3,989.94	0.31	85,000.00	6.39
52940-301-0000-065	CAPITAL OUTLAY - CONST. IN PROGRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-066	CAPITAL OUTLAY - PROP UNDER CAP I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-067	CAPITAL OUTLAY - SPECIAL RESPONS	0.00	0.00	5,833.33	5.26	0.00	0.00	70,000.00	5.26
52940-301-0000-068	CAPITAL OUTLAY - INTANGIBLE ASSET	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	130,891.30	10.11	0.00	0.00
52940-301-0000-070	CAPITAL OUTLAY - FIRE & RESCUE VEI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0010-062	CAPITAL OUTLAY - IMPROV OTHER TH	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
59900-301-0000-999	LOAN COSTS OF ISSUANCE	60,385.35	23.02	0.00	0.00	60,385.35	4.66	0.00	0.00
Total CAPITAL OUTLAY	/: 	1,260,385.35	480.51	177,083.32	159.77	1,495,266.59	115.51	2,125,000.00	159.77
Total Expenses:	-	1,260,410.35	480.52	219,204.56	197.78	1,743,349.59	134.68	2,630,455.00	197.78
Net Income From Opera	ations:	-998,108.99	-380.52	-108,371.23	-97.78	-448,903.48	-34.68	-1,300,455.00	-97.78
Earnings Before Incom	e Tax:	-998,108.99	-380.52	-108,371.23	-97.78	-448,903.48	-34.68	-1,300,455.00	-97.78
Net Income (Loss):	=	-998,108.99	-380.52	-108,371.23	-97.78	-448,903.48	-34.68	-1,300,455.00	-97.78



# I. MEETING OPENED

Chairman Gerrity called to order the regular meeting of the Greater Naples Fire Rescue District's Board of Fire Commissioners at 5:30 p.m., on April 13, 2021 at Administrative Headquarters. Present were Commissioners Duffy, Biondo, Cottiers, Stedman, and Gerrity. Staff in attendance: Nicole Chesser, Jamie Popiol, Kevin Nelmes, Brian Bower, Joey Brown, Christian Tobin, Tim Sims, Emanuel Arroyo, Vaughan Palmateer, Rusty Godette, Erin Gill, Brian Hennessy, Scott Jacob, Brian Mading, Kevin Schoch, Brian Heath, Charles Heweker, Justin Beasley, Jesus Padilla, James West, Mercedes Carrillo, and Judy Schleiffer. Public in attendance: EMS Chief Tabatha Butcher, George Danz. Others attended meeting but did not sign in.

### A. Pledge of Allegiance and Invocation

Commissioner Gerrity opened the meeting with the Pledge of Allegiance followed by the Invocation by Commissioner Stedman.

### B. Consent Agenda

1. Treasurer Report

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

### C. Approval, Additions and Deletions to the Agenda

*Commissioner Cottiers moved to approve the Agenda. Commissioner Stedman seconded. Motion passed 5-0.* 

## D. Approval of the GNFD Board Minutes for February 9, 2021

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

### E. Fire Chief's Report

Fire Chief Sapp presented his report as submitted.

Fire Chief Sapp announced the promotions of Kevin Schoch and Brian Heath to Battalion Chief. Civilian Employee of the Year was presented to Maria Mercedes Carrillo. Commissioner Gerrity requested operating costs for Ochopee. Fire Chief Sapp advised James West, Finance Manager and Charlotte Johnson, Accountant are in process of providing this information.

## F. Chapter 175 Firefighters' Pension Plan

Chairman Tim Sims gave a verbal report on the pension plan performance. The final copy of the report will be posted on the website. Commissioner Cottiers inquired how to bring the overfunded amount down. Chairman Tim Sims advised more benefits or pay for benefits. Next regular meeting for May 13, 2021 will be posted.

### G. Local 2396 Report

President Joey Brown gave a verbal report noting testing and grievances were covered by Fire Chief Sapp. He informed the Board the Union is pursuing the Foundation lawsuit and they have completed collective bargaining for the mechanics.



## II. OLD BUSINESS

### A. AIW – Vacant Land Update – Fire Chief Sapp

Fire Chief Sapp presented update and opportunities on the three vacant land properties owned by the District. There was discussion on selling the Sabal Palm Drive property. Commissioner Stedman questioned selling appreciating property if there is not a need for the money. Commissioner Duffy suggested using the money for the development of the White Lake property or new engine purchase. Commissioner Gerrity pointed out that the District will need a station in the area of the Lake Park property and the District should hold onto it unless there is another opportunity in that area. There was consensus to not list the Outer Dr. and Lake Park Blvd. properties at this time.

Commissioner Duffy made a motion to sell the Sabal Palm Rd. property. Commissioner Biondo seconded. Motion passed 4-1 (Stedman).

### B. AIW – White Lake Property Financing – Fire Chief Sapp

Fire Chief Sapp presented information regarding documents to be executed by the Board for the financing of the White Lake property.

Commissioner Cottiers made a motion to approve Resolution No. 2021-03, authorizing a loan in the amount of \$4,000,000 for the acquisition of the White Lake Property, the Loan Agreement and Note between Greater Naples Fire District and First Horizon TE1, LLC, and the Sunshine Certificate as to public meetings and no conflict of interest and granting GNFD's counsel to make any technical non-substantive revisions to the loan documents, if necessary. Commissioner Stedman seconded. Motion passed 4-1 (Biondo).

### C. Aerial Operations – Chief Sapp

Fire Chief Sapp advised there has been no further action in regards to moving the ladder truck.

## D. Greater Naples Fire Foundation Update – Fire Chief Sapp

Fire Chief Sapp advised the State Attorney General will not give an opinion on this matter due to pending litigation. Commissioner Biondo inquired about the need for an attorney to protect the District's interests. Assistant Chief Chris Tobin provided verbal summary and clarified the legal mediation process for this case and suggested the District have legal representation for the mediation.

## **III. NEW BUSINESS**

### A. AIW– Administrative Handbook/Command Structure – Fire Chief Sapp

Commissioner Duffy requested to have the Administrative Handbook reviewed by Attorney. Commissioner Duffy moved to have the Administrative Handbook reviewed by an Attorney. Commissioner Biondo seconded. Motion was amended to include the job descriptions. Motion passed 5-0.

Commissioner Stedman moved to adopt wages presented in the handbook. Commissioner Cottiers seconded. Motion was amended to only include those who previously did not receive a raise.

Commissioner Stedman rescinded motion and Commissioner Cottiers rescinded seconded.



Commissioner Stedman moved to address raises for the people who were previously passed over. Motion was amended to exclude the three who received a raise and adopt the pay scale presented for everyone else. Commissioner Cottiers seconded.

Motion passed 5-0.

Commissioner Stedman motioned to approve the Organizational Chart. Commissioner Duffy seconded.

Commissioners Biondo and Cottiers expressed they want to see the EMS Division to be on its own. Fire Chief Sapp is working on it. *Motion passed 5-0*.

Commissioner Duffy moved to approve Fire Chief Sapp's salary to be made retroactive back to December 9, 2020 when he took command. Commissioner Stedman seconded. Motion passed 5-0.

### B. AIW – Associate Medical Director Agreement – Fire Chief Sapp

EMS Chief Tabatha Butcher addressed the Board to clarify that Dr. Tober was the District Physician and is still the Medical Director and he needs to approve the contract. *Commissioner Cottiers moved to approve entering into contract with James J. Augustine MD as the District's Associate Medical Director. Commissioner Gerrity seconded. Motion passed 5-0.* 

## C. ALS Interlocal Agreement – Fire Chief Sapp

Fire Chief Sapp advised the way the District has been operating under the ALS Interlocal Agreement is not allowed per State Statute according to legal counsel and discussed intent for the District to apply for its own COPCN. EMS Chief Tabatha Butcher mentioned a memorandum from attorney Laura Donaldson to Fire Chief Orly Stolts from 2015 giving the opinion that the agreement is legal; she also provided opinion from Manatee County in 2017 giving the recommendation to change their ordinance. She also noted when EMS renews their COPCN, they receive permits to put on District apparatus.

Commissioner Biondo made a motion to look into it with the attorney and see how to make the agreement legal. Commissioner Cottiers seconded.

Commissioner Biondo amended the motion to pursue a COPCN and renegotiate the agreement. Commissioner Cottiers seconded. Motion passed 5-0.

## D. AIW – Recognition Time in Service Policy – Fire Chief Sapp

Commissioner Cottiers motioned to approve the policy as presented. Commissioner Stedman seconded. Motion passed 5-0.

### E. AIW – Apparatus Lease/Purchase – Chief McLaughlin

Chief McLaughlin presented background on Apparatus for the District. Commissioner Cottiers motioned to approve lease agreement for five engines from Ten-8. Commissioner Stedman seconded. Motion passed 5-0.

Commissioner Gerrity mentioned the District should not have to pay for the two engines for Ochopee. Commissioner Duffy suggested using the two trucks as reserve until Ochopee has



been officially annexed. Fire Chief Sapp will work with County Officials to take care of the funding of apparatus needed for the Ochopee stations.

Commissioner Stedman moved to approve the purchase of a single reserve truck immediately. Commissioner Cottiers seconded. Motion passed 4 - 1. (Biondo)

### F. AIW – Boat 90 Dock Repair – Chief McLaughlin

Commissioner Stedman moved to approve Boat 90 Dock repair. Commissioner Duffy seconded. Motion passed 5-0.

### G. Public Comments items not listed on the Agenda

George Danz questioned Commissioners approving an Organizational Chart with eight Chief Officers and the fiscal impact.

### H. Comments by Commissioners

Commissioner Biondo asked about the 3 years prior records previously requested and wants to see hands on training. He questioned if separated employees were paid accrued leave. Commissioner Cottier questioned if the District is providing Paramedic training and stated he doesn't understand why Chief Nelmes is not being promoted immediately.

Commissioner Duffy stated we do not have adequate staff for training. He stated the District needs to look into what Station 63 is costing.

Commissioner Gerrity requested solid data on the cost of operating Ochopee. He noted Fire Chief Sapp has been in position for a month and has done miraculous work, and his team is working on changes.

## **IV. ADJOURNMENT**

Commissioner Stedman made a motion to adjourn at 8:11 p.m. Commissioner Duffy seconded. *Motion passed 5-0, meeting adjourned.* 

Duly passed with a vote of \_\_\_\_\_ to \_\_\_\_ and adopted in session on the 11<sup>th</sup> day May 2021.

**Chairman Kevin Gerrity** 

**Commissioner Al Duffy** 

**Commissioner Charles Cottiers** 

**Commissioner David Stedman** 

**Commissioner Nick Biondo** 



# APRIL, 2021

<b>REPORTING OFFICER</b>	J. Nolan Sapp, Interim Fire Chief
ТҮРЕ	Monthly – Commission
SUBMITTAL DATE	May 5, 2021

## **ACTIVITIES REPORT**

<u>COVID-19</u> – Vaccination clinics offered by public safety agencies are slowing down and the District has been released from the North Collier POD site. The District is now authorizing COVID testing to personnel who exhibit signs and symptoms of the illness and no longer offering administrative leave for time off associated with COVID.

<u>Personnel</u>- The District welcomed nine full-time and nine part-time firefighters on April 19. The recruits have been invited to the June BOFC meeting for introduction. Four firefighters were promoted to Driver Engineer, one Lieutenant was promoted to Battalion Chief, and one Battalion Chief was promoted to District Chief. The District welcomed Deputy Chief Sal D'Angelo to the Command Team on May 3.

<u>Promotional Testing</u>- Lieutenant Promotional Testing was announced and there are 17 applicants. Professional Development Staff will be working with candidates to prepare them for testing that will take place the beginning of July.

<u>Human Resources</u>- HR is a vital component to a healthy and productive workforce; therefore, Engage Employment Solutions is working with staff to provide a Needs Analysis for all HR related components of the District and assist in developing strategies to ensure the District is compliant with all HR laws and regulations.

<u>Finance</u>- Finance Staff have diligently been working through several time sensitive projects while resolving recently disclosed issues. Through a Florida Retirement System Compliance Audit, it was reported that lump sum holiday payouts were not being reported according to Retirement instructions. Finance Staff is correcting this and the District will owe \$276,992.06 in addition to a 3% contribution from the employees in the amount of \$38,885.84. Finance Staff is also looking to implement new Accounting Software that is currently in the budget. They are also gearing up for significant payroll changes to take effect May 31.

<u>White Lake Property</u>- The District officially closed on the White Lake property on April 27. Deputy Chief D'Angelo has been tasked with development planning for this property.

<u>Public Records</u>- Several staff members received State Public Records Management Training and Administrative Assistant Sharon Sickels will serve as the District's Public Records Liaison Officer.



<u>FASD Conference</u>- Deputy Chief Tobin and Chief of Staff Chesser have signed up to attend Certified District Manager certification class that will be held at the FASD annual conference.

<u>Significant Events</u>- On April 29 the District responded to a two alarm structure fire at 5248 18<sup>th</sup> Ct SW. Upon arrival crews found a working residential fire with flames through the roof. First reports indicated a possible victim inside. Searches conducted found no victim, and the resident was later located off site. Interior search did locate a small family pet lifeless and unresponsive. Crews on scene revived the family pet and returned him to the owner. Red Cross assisted with eight family members relocated due to the destroyed residence. Second alarm was due to potential victim and high heat conditions. Aiding agencies were North Collier and City of Naples.

Fleet Maintenance- Total parts cost for April- \$31,183.23

<u>LODD</u>- There were 5 firefighter fatalities reported to the United States Fire Administration in the month of April and 41 reported to date in 2021. May they rest in peace.

## **MEETINGS AND EVENTS**

- Meetings/Events
  - Weekly Command Staff
  - Weekly Collier County COVID-19 Partners Conference Call
  - SERP Region 6 Call
  - FF and DE Interviews
  - EMS Vaccinations
  - o Ochopee Legislation
  - o Labor Management
  - HR Assessment
  - o Service Award Presentations
  - FirstNet (AT&T) Network and Coverage
  - o CCFECA Communications Committee
  - Public Programs
  - Attorney Teleconferences
  - o CCFEMSCA
  - CCSO- Hurricane Prep
  - o Media Interviews



### **PUBLIC PROGRAMS**

April Events- 2 YTD Events- 7

<u>Customer Satisfaction Surveys</u> Emergency Response- 0 Fire & Life Safety- 1 Administrative- 3

### **OPERATIONS SECTION**

#### Call Volume Statistics- April 2021

Total Incidents	2,375
Total Responses	2,855 (based on all apparatus)
Medical / Rescue	1,451 calls for service
Percentage Medical	61.09%
Fire / Other	924 calls for service
Busiest Response Unit	EN75 369 Incidents
Busiest Day of Week	Friday 395 Incidents
Busiest Time of Day	15:00 to 15:59 149 Incidents
	17:00 to 17:59 149 Incidents
Busiest Station	Sta. 75 328

### FIRE & LIFE SAFETY SECTION

### **Inspection Statistics- March 2021**

Permitted Inspections: 528 Occupational/Business Tax License Inspections: 39 Annual Inspections: 14 Other Inspections: 142 Remote Video Inspections: 5 Average wait time for an inspection in March: 2 Days Current wait time as of April 12<sup>th</sup>: 2 Days







## **Investigations - March 2021**

Number of fire investigations: 0 Hours spent: 0

## Fire Plans Review Statistics - March 2021

Fire Plan Building Reviews: 451; decrease of 24 from February Site Development/Planning Reviews: 71; increase of 18 from February Everglades City Building Reviews: 3; decrease of 1 from February Average Review Time: 2 Days



# **PROFESSIONAL DEVELOPMENT SECTION**



#### Alarm Summary

Basic Incident Type Category (FD1.21)	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
*N/A	15	19	28	25									87	0.93%
1 - Fire	49	37	63	51									200	2.15%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	1	1	0									2	0.02%
3 - Rescue & Emergency Medical Service Incident	1,422	1,296	1,483	1,451									5652	60.68%
4 - Hazardous Condition (No Fire)	19	23	22	19									83	0.89%
5 - Service Call	240	191	219	232									882	9.47%
6 - Good Intent Call	464	443	523	471									1901	20.41%
7 - False Alarm & False Call	116	124	138	120									498	5.35%
8 - Weather	0	0	0	0									0	0.00%
9 - Special Incident Type	0	3	0	6									9	0.10%
Total Summary	2325	2137	2477	2375	0	0	0	0	0	0	0	0	9314	
Responses by Day Average	75.0	68.9	79.9	76.6										
Responses by Station Average	155	142	165	158										
Medical vs. Fires and Other Calls	61.16%	60.65%	59.87%	61.09%										





UNIT	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	
N/A													0	0.00%
AIR 72														
AT23	4	1											5	0.04%
AT63	1	3											4	0.04%
BA20	99	84	100	95									378	3.33%
BA70	109	88	127	99									423	3.73%
BO60			1	2									3	0.03%
BO90	8	1	4	23									36	0.32%
BR21	3	2	12	3									20	0.18%
BR22	1	2	2	6									11	0.10%
BR71	4	3	4	14									25	0.22%
BR72	1	4	7	5									17	0.15%
BR73	2	2	3	1									8	0.07%
CA223	2	1	3	1									7	0.06%
CH200			3	1									4	0.04%
CH210		1											1	0.01%
CH220			1										1	0.01%
EN20	240	235	267	252									994	8.77%
EN21	77	18	20	9									124	1.09%
EN22	190	193	246	240									869	7.67%
EN23	269	250	274	249									1042	9.19%
EN24	125	109	174	131									539	4.75%
EN25													0	0.00%
EN60	37	38	41	34									150	1.32%
EN61	22	15	42	17									96	0.85%
EN70	242	216	262	258									978	8.63%
EN71	106	117	130	105									458	4.04%
EN72	68	175	198	232									673	5.94%
EN73	174	148	183	157									662	5.84%
EN75	337	289	333	369									1328	11.71%
EN90	55	35	56	40									186	1.64%
LA21	75	104	112	236									527	4.65%
LA72	108		3	1									112	0.99%
RE63	28	14	22	10									74	0.65%
SQ21	214	196	180	70									660	5.82%
SQ272	99	48	73	5									225	1.98%
SQ72	17	11	15										43	0.38%
SQ76	139	140	119	160									558	4.92%
WT20	5	5	6										16	0.14%
WT60	2		5	2									9	0.08%
WT63	4	2	5	3									14	0.12%
WT70	6	3	8	13									30	0.26%
WT71	4	4	6	12									26	0.23%
	2877	2557	3047	2855	0	0	0	0	0	0	0	0	11336	
	20//	2007	5047	2000	U	U	U	U	0	U	U	U	11330	



#### **Responses by Station**





		GRE	ATER N	APLES F	RACTILE	TRAVEL	TIMES		
FROM 4/	'1/2021 TC	0 4/30/202	21						
Unit	< 4 Min	< 5 Min	< 6 Min	< 7 Min	< 9 Min	< 10 Min	< 11 Min	< 12 Min	> 12 Min
BA20	50.00	50.00	87.50	87.50	100.00	100.00	100.00	100.00	0.00
BA70	41.67	41.67	66.67	66.67	83.33	83.33	83.33	83.33	16.67
EN20	32.32	50.51	69.70	83.84	96.46	96.97	97.47	97.98	2.02
EN22	24.47	43.09	61.70	79.79	94.68	95.21	96.28	97.87	2.13
EN23	10.84	17.73	33.50	43.84	69.95	82.76	88.67	91.63	8.37
EN24	12.05	21.69	36.14	50.60	73.49	79.52	92.77	93.98	6.02
EN60	7.69	11.54	15.38	23.08	34.62	34.62	38.46	65.38	34.62
EN61	11.11	66.67	66.67	66.67	77.78	88.89	100.00	100.00	0.00
EN70	37.25	60.78	75.49	87.75	93.63	95.10	96.57	98.04	1.96
EN71	7.95	19.32	34.09	39.77	55.68	63.64	70.45	73.86	26.14
EN73	5.41	16.22	29.73	50.45	76.58	83.78	90.09	94.59	5.41
EN75	12.76	27.24	42.76	61.38	83.45	87.59	90.69	92.41	7.59
EN90	35.00	40.00	45.00	45.00	60.00	70.00	75.00	80.00	20.00
LA21	24.86	40.54	57.84	72.43	88.11	90.81	95.14	96.22	3.78
RE63	0.00	20.00	20.00	20.00	20.00	40.00	40.00	40.00	60.00
SQ21	20.37	44.44	57.41	72.22	88.89	88.89	92.59	96.30	3.70
SQ272	0.00	0.00	0.00	0.00	75.00	100.00	100.00	100.00	0.00
SQ76	10.08	24.03	45.74	70.54	86.05	93.02	96.12	97.67	2.33





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

## **OLD BUSINESS**

Agenda Item:	II. A.
Subject:	Administrative Handbook/Job Descriptions Update
<b>Meeting Date:</b>	May 11, 2021
Prepared By:	J. Nolan Sapp, Fire Chief

#### **Background**:

As previously discussed at the April 13, 2021 Board of Fire Commissioners meeting, Staff was requested to have the revised Administrative Employee Handbook and New/Revised Job Descriptions for positions of Fire Chief, Deputy Chief, Assistant Chief, District Chief and Chief of Staff to be reviewed by Legal Counsel. The documents have been reviewed and the suggested edits are marked on the documents.

#### **Funding Source/Financial Impact:**

Legal Fees- TBD

#### **Recommendation:**

Staff recommends the Board approve the Greater Naples Fire Rescue District Revised Administrative Employee Handbook effective May 31, 2021, and New/Revised Job Descriptions for Fire Chief, Deputy Chief, Assistant Chief, District Chief and Chief of Staff with suggested edits from Legal Counsel.

#### **Potential Motion:**

I move to approve the Revised Administrative Employee Handbook effective May 31, 2021, and New/Revised Job Descriptions for Fire Chief, Deputy Chief, Assistant Chief, District Chief and Chief of Staff with suggested edits from Legal Counsel.



14575 Collier Blvd. | Naples, Florida 34119 | www.GreaterNaplesFire.org | 239-348-7540 | March May

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24<mark>3</mark>

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#### SECTION A: GENERAL OPERATING GUIDELINES

# 1. Terms and Conditions

The terms and conditions become effective May 31, 2021, upon ratification by the Board of Commissioners and renew annually October 1, after review by the Fire Chief or designee. All changes will be approved by the Board of Commissioners.

### 2. Non-Discrimination and Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Greater Naples Fire Rescue District (GNFD) where employment is based upon personal capabilities and qualifications without regard to race, color, religion, sex (gender), age, national origin, disability, marital status or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures in connection with, but not limited to, recruitment and hiring, placement, transfer and promotion, demotion, advertising, compensation, benefits, training, layoff or termination, participation in social or recreational functions and all other terms and conditions of employment.

Employees' questions, concerns, or complaints will be addressed by the Fire Chief or designee. Appropriate employment action, including possible disciplinary action, may be taken against any employee willfully violating this section and/or District policy.

#### 3. Anti-Harassment

GNFD is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere, which promotes equal employment opportunities and prohibits discriminatory practices, including harassment. The District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Sexual harassment is defined as unwelcome verbal comments, gestures, or physical actions of a sexual nature toward another employee of the same or opposite sex; demanding sexual favors, applying subtle pressure for sexual favors or activity, promise of preferential treatment and/or influence over one's career because of sexual favors or activity.

Harassment is further defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or associates, or that creates an intimidating, hostile or offensive work environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

This applies to all applicants and employees, and prohibits harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected with our District (e.g., an outside vendor, consultant, or customer). Conduct prohibited by this section and the District and the Discrimination/Harassment Policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, meetings, and work-related social events. In addition, the District prohibits retaliation against any individual who in good faith reports discrimination or harassment or participates in an investigation of such reports.

# Reporting Discriminatory or Harassing Conduct:

The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they consider contrary to this section and/or District policy or who have concerns about such matters should **immediately** file their complaints or address their concerns with the Fire Chief or designee without regard to the Chain of Command.

Upon receipt of any such complaint, the Fire Chief or designee will promptly investigate the matter and if the claim is substantiated, appropriate corrective action will be taken. Any information provided during an investigation will be treated as confidential as possible.

# 4. Americans with Disabilities Act

GNFD is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the District's duty not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, history of disability or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodations. The District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made such a request, provided that such accommodation does not constitute an undue hardship on the District.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Fire Chief or designee, as

should any job applicant. All inquiries or complaints will be treated as confidential to the extent permissible by law.

#### 5. Confidentiality and Public Records

All employees should maintain the highest level of confidentiality when conducting daily business. Employees are required to be familiar with Public Records F.S. Section 119 and the District Policies regarding Public Record Requests and Protected Health Information (PHI).

Employees handling confidential information are responsible for its security. Extreme care must be exercised to ensure that it is safeguarded to protect the District, employees and citizens' privacy. Employees who are unsure about the confidential nature of specific information should ask their supervisor for clarification.

All Public Records requests will be forwarded as outlined in the District Public Records Request policy to the District Records Custodian or designee.

#### 6. Personnel Records

Employees may inspect their personnel file at any time, by making an appointment with the Human Resources. You are entitled to obtain copies of any document placed in your personnel file. Because the District is a public agency, your personnel file may be inspected by the public at any time. Inspection of these records will be done in accordance with State law and the policy of this District.

#### 7. Employee Meetings

Occasionally, throughout your employment, meetings will be held to discuss topics of importance. You will be notified if your attendance is required and/or requested by the Fire Chief or designee.

If attending a required and/or requested meeting extends "hours worked" past the FLSA threshold of 40 hours per week, overtime will be approved for non-exempt employees. Also, employees working past a 10-hour legal workday with be compensated according to FLSA overtime as approved work.

#### 8. Employee Orientation

As a new employee, you will be required to attend an Orientation Program. During this program, you will receive an employee handbook and be advised of personnel rules and regulations and District policies. All employees are required to complete the Orientation Program.

#### 9. Employee Suggestions

You are encouraged to make suggestions, which increase efficiency, cut costs, promote effective communications, improve service, public relations, working conditions, or safety. Suggestions should be openly discussed with an employee's supervisor.

#### 10. Job Descriptions and Pay

A general job description for your job classification is on file and should have been presented during your interview process. Likewise, if changes are made once hired an updated job description will be provided to you. The District reserves the right to change, modify, re-title, re-classify, or eliminate for any reason a job classification within the organization.

This is a summary of the general responsibilities assigned to a specific position, a brief explanation of typical duties, and the required qualifications of training, experience, and education that an individual must have to perform the work. Please remember that you will be asked to perform duties that are not specifically written in your job description. The rapid change of job requirements makes this a necessity. Also, you will be asked to perform other duties as assigned and will be asked to perform duties of other employees during periods of vacation, illness and other work periods.

Employees will be paid bi-weekly an agreed upon salary/hourly wage. The District's preferred payroll method is through Direct Deposit. All employees will be asked to submit the necessary paperwork during orientation.

# 11. Open Door Policy - Chain of Command Procedures

The District is committed to extending an open door to employees through a Chain of Command. Employees are encouraged to discuss problems, needs, or requests with those in supervisory positions.

This procedure provides that every employee, regardless of position, will have the opportunity to address and hopefully resolve any issues, concerns, or problems that may arise in connection with his or her employment. If problems arise on the job, you should follow the chain of command as outlined below to address your problems.

STEP 1	When a problem or question arises, you should first see your immediate
	supervisor.

- STEP 2 If the problem is not resolved, or you do not feel comfortable speaking with your immediate supervisor, talk with a "trusted" supervisor, or with a manger that can address and/or bring the problem or concern forward for consideration and resolve to the Fire Chief or designee.
- STEP 3 If you are still not satisfied, you may speak with the Fire Chief or designee. The District is committed to our open-door philosophy, and encourages you to take advantage of it without fear of penalty or retaliation.

Sensitive or personal matters that the employee does not feel comfortable with speaking with a supervisor or manager can bring their concern directly to the Fire Chief, except in situations in which the concern is the Fire Chief himself, then the employee may contact the Chairman of the Board of Fire Commissioners.

#### 12. Employee Protections

All employees under this Administrative Handbook, <u>after</u>-having completed their hiring probationary period, will be ensured of due process, fair-dealings, progressive discipline, and a burden by the District of clear and convincing evidence in any just cause proceeding in which suspension, demotion, and/or termination are considered. All employees considered for termination will receive a fair and impartial hearing. The District will afford all State and Federal rights of public employment regardless of rank, classification, position, job description, or employment status. Florida Firefighter "Bill of Rights" will apply to all certified firefighter positions, regardless of rank.

### 13. Counseling and Reprimands

Counseling and Reprimands reduced to writing shall be retained in a separate file by the District for the length of employment of the employee. The employee will have the opportunity to review the counseling/reprimand prior to retention and respond to the contents therein within a reasonable period of time, not to exceed 7-business days from the date of issuance.

# 14. Grievance Procedure

All employees are entitled to grieve determinations of suspension, demotion, and termination by the Fire Chief or designee. Employees shall file an intent to grieve to the Fire Chief or designee in writing stating the aggrieve circumstances, any supporting documents, witnesses, or considerations for the Fire Chief or designee. Employees shall

state their intent to grieve within 7-business days from the date of disciplinary determination.

- a) Suspension: When a suspension is issued it shall be reviewed at the request of the employee by the Fire Chief.
- b) Demotion: When a demotion is issued it shall be reviewed at the request of the employee by the Fire Chief.
- c) Termination: When a termination is issued it shall be reviewed at the request of the employee by the Fire Chief.
- d) Counseling and Reprimands: Are not subject to the grievance procedure or review.
- e) Arbitration: Arbitration is a remedy that either the District or the employee may choose to resolve an employment issue related to suspension, demotion, or termination. All costs of the Arbitrator shall be split equally. Each party is responsible for its legal representation.

# **15.** Governing Documents

Employees shall comply with all reasonable, legal, job-related directives and governing documents in their duties. Governing documents include, but not limited to, verbal and written directives and orders, memos and general orders, emails providing direction, and District guidelines and policies.

### **16. Legal Representation**

Employees are entitled to legal representation in any District consideration for disciplinary action, or grievance procedure under this agreement brought by the Fire Chief or designee.

#### **17. Last Chance Agreement**

In lieu of termination the Fire Chief may at their sole discretion enter into a "Last Chance Agreement<u>"</u>. The terms of which are agreed upon between the Fire Chief and the employee.

### 18. Uniforms

Uniforms are provided for those employees who are required to wear uniforms. Uniform requirements vary among job classifications and will be explained during new hire

orientation. Additionally, an employee may also refer to District SOG for uniform specifications.

# 19. Employee Organizations

Employees are free to decide whether or not they wish to join an employee organization without fear of threat or penalty.

#### 20. Liability

The Employer shall defend and hold harmless the employee for duties the employee may perform on behalf of the District to the extent that said duties are performed in the normal course of employment, within the scope of the employees training and, in the manners, prescribed for the performance of said duties. This hold harmless shall be extended beyond separation from the District providing the employee was acting within the scope of the employee's employment of the District at the time of employment.

# 21. Post-Employment Health Insurance

Regular full-time employees will be eligible for Post-Employment Health Insurance contributions per District Policy.

# 22. Employee Salary Increases

All employee Salary percentage increases shall be equal to those of the Union on the same schedule and rate of increase, except when in the course of employment those increases are greater due to promotion, re-assignment, or at the direction of the Fire Chief. All salary increases outside the aforementioned require final approval by the Board of Commissioners.

### SECTION B: EMPLOYEE BENEFITS

#### 1. Employee Classifications

Employees are classified as follows:

**Regular Full-Time -** An employee who has satisfactorily completed the required probationary period and is regularly scheduled to work a typical 40-hour work week.

**Regular Part-Time -** An employee who has satisfactorily completed the required probationary period and An employee who is regularly scheduled to work less than 30 hours per week. No benefits are implied, accrued, or earned with part-time positions.

**Temporary** - An employee who is hired to do a specific job for a specified period of time. No benefits are implied, accrued, or earned with temporary positions. If a temporary or part-time employee becomes a regular full-time employee, benefit accrual will commence, and a new probationary period must be satisfactorily completed.

Employees are also categorized as either Exempt or Non-Exempt for purposes of the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA") and applicable state laws. The District complies with all provisions of the FLSA.

**Non-Exempt Employees** are subject to the minimum wage and overtime provisions of the FLSA. Non-Exempt employees are compensated based upon the number of hours worked each workweek.

**Exempt Employees** are employees who are in a position that is exempt from both minimum wage and overtime pay. These employees are generally employed as bona

fide executive, administrative, professional, outside sales, and certain computer employees. Exempt employees are usually paid on a salary basis.

#### 2. Probationary Period

Your first 18 months of employment is considered a probationary period. During this period your performance on the job, the quality of your work, your attendance, behavior and other factors will be closely observed and evaluated by your supervisor. Probationary employees will receive from the Fire Chief or designee, before the conclusion of the 18-month period, a determination as to continued employment.

If an employee cannot meet the District's expectations at any time during the probationary period, the employee may be released from employment. At the District's discretion, the probationary period may be extended to allow for additional review and for additional improvement to take place. An employee who resigns or is dismissed while in the probationary period will not be paid for any accumulated or accrued sick or vacation leave.

#### 3. Employee Base Salary

Employee Salary will be based upon the Appendix of this Handbook.

#### 4. Promotion/Transfer Probationary Period

A Regular Classified Staff employee who is promoted or transferred will serve a 6month probationary period in the new position from the date of the promotion/transfer. In the event the employee does not meet job requirements and/or performance standards during the promotion/transfer probationary period, the supervisor may issue a Performance Improvement Plan as early in the probationary period as possible that contains the following:

- a) Specific nature of the problem(s), including specific examples.
- b) Corrective action(s) required, including the specific and reasonable standards related to the problem(s).
- c) Failure to remedy the performance behaviors identified in the Performance Improvement Plan may result in extended probation, reassignment, or demotion, in employment, on or before the end of the promotion/transfer probationary period.

### 5. Physicals

### Annual Physicals:

High-Risk (Certified FF) employees shall complete the District prescribed annual physical which will be administered by the District chosen vendor at no cost to the employee.

Civilian Employees shall be offered the District chosen vendor physical at no cost to the employee.

#### 6. Vacation

Full-Time employees are entitled to paid vacation, which begins accruing upon commencement of employment on the following basis:

Year of service	<u>40 Hour Employees</u>
Initial	10-hours per month
Over 5 years	12-hours per month
Over 10 years	16-hours per month
Over 15 years	18-hours per month

Vacation is earned upon the employee's 12-month anniversary date and successful completion of 12-months of the Probationary period, and cannot be used before that time. Vacation time must be accrued before taken.

Requests for vacation time off require prior approval. Vacation leave requests shall be submitted to your immediate supervisor for approval in advance to match the length of time requested.

Monthly accrual rate changes will become effective on the employee's anniversary date.

Unused vacation time will roll over from one year to the next. Once an employee has announced their intent to permanently separate, they may elect to take continuous vacation time (not to exceed two weeks) prior to their retirement date. One may not complete their term of employment on vacation. Each of the above can be modified at the discretion of the Fire Chief.

The District encourages its employees to take a vacation each year. All employees need and deserve a vacation away from work for rest and recuperation. Getting away from the day-to-day responsibilities of your job should allow you to return to work a more relaxed and a more productive employee.

Employees are not permitted to work their vacation for pay or to receive pay in lieu of taking their vacation.

If a holiday falls during a 40-hour employee's scheduled vacation, attendance will be recorded as a Holiday not Vacation.

If an employee voluntarily decides to leave the District after 18-months of service; provided they give two-weeks' notice or if separation is involuntary for reasons other

than misconduct, any earned, but unused vacation time will be paid up to the cap of 500 hours. All other accrued time is forfeited.

Probationary employees whose employment is severed during their probationary period will not be paid for accumulated vacation time.

#### 7. Personal Days

Shift full-time and Regular fFull-tTime employees will be credited personal days on October 1st of each year. Personal days cannot be accumulated or rolled-over year to year and are not payable at separation. Time must be taken in eight or ten-hour increments dependent on the employee's normal work schedule, or as outlined below.

Personal Days for Non-Exempt 40-Hour Employees: 40 hours per year

Personal Days for Exempt 40-Hour Employees: 64 hours per year

#### 8. Sick Leave

Shift Full Time and Regular Full-Time employees are entitled to paid sick leave, which begins accruing upon commencement of employment on the following basis:

40 Hour Employees accrue at 12-hours per month.

Sick Leave is earned upon the employee's 3-month anniversary date and cannot be used before that time, without approval of the Fire Chief or Designee.

The use of sick time is recorded in attendance as productive time, and will count towards ans employee's 40-hour threshold for overtime.

Unused sick leave will continue to accumulate each year unless the employee elects to receive pay in-lieu of time off. This election must be made each September by filling out a sick time pay-out form. All employees must maintain a minimum of 80 hours in the sick bank before receiving payouts. The maximum accrued sick hours an employee can be paid out annually is 240 hours.

Upon severing employment with the District, the employee shall be entitled to payment for no more than 320 hours. An employee whose employment is severed for disciplinary action will not be paid for accumulated sick time.

### 9. Holidays

The District recognizes thirteen paid holidays:

New Year's Day Thanksgiving Day Martin Luther King's Day Friday after Thanksgiving President's Day Christmas Eve Columbus Day Christmas Day Memorial Day New Year's Eve Independence Day (Fourth of July) Labor Day Veteran's Day

Employees are entitled to recognized holidays with pay as outlined below. An employee must work or be in pay status before and after the holiday to be eligible for the holiday off with pay. Employees on leave without pay, or on unpaid leave of absence, will not be credited for the holiday or receive any compensation for said holiday. Terminateding employees must work a regularly scheduled workday immediately following the holiday to receive pay for said holiday.

For 40-hour employees, if a Holiday falls on a weekend, it will be declared on either side of the weekend at the discretion of the Fire Chief or designee.

Regular Full-Time (Exempt and <u>nNon-Eexempt</u>) employees will receive an additional 2\_-hours of their regular rate of pay based upon a standard 40-hour workweek for each District recognized Holiday and compensable in the work period in which the Holiday occurred.

#### 10. Bereavement Leave

In the unfortunate event, when an employee is faced with the death of an immediate family member as defined below, an employee may be given up to 48 hours of Bereavement Leave, schedule to be arranged by the employee's immediate supervisor. In extenuating circumstances, Bereavement Leave is a separate leave account and is not charged against any other leave. Immediate family is defined as spouse, significant other, domestic partner, mother, father, mother-in-law or father-in-law, brother, sister, brother-in-law or sister-in-law, children, foster children, step-children, grandchildren, grandparents of the employee or the employee's spouse.

At the discretion of the Fire Chief, consideration of extended family relations may be approved in part or whole. Consideration to extend time not to exceed a total of 72 hours may also be approved at the discretion of the Fire Chief. It is expected that Bereavement Leave will be taken within 30 days unless <u>otherwise</u> approved by the Fire Chief.

# 11. Call Back

a) When a <u>Nnon-eExempt</u> employee is ordered back to work beyond the employee's scheduled hours of work the employee shall be credited for actual time worked or a minimum of two (2) hours, whichever is greater at their FLSA rate of pay.

# 12. Jury Duty

All employees are entitled to leave if called for jury duty or work-related subpoena to appear as a witness. If you are called to serve, please notify your supervisor immediately. You will be asked to provide a copy of the jury duty notification or witness subpoena. Any fees paid by the court must be submitted to the District.

Employees will receive regular pay while serving on a jury or appearing for the work-related subpoena.

Employees who appear as a witness, plaintiff, or defendant due to a personal legal proceeding, must use accrued leave for any such absence from work. If accrued leave is not available, the employee may use leave without pay.

# 13. Leave for Victims of Domestic Violence or Sexual Violence

In keeping with applicable Florida law, the District provides unpaid leave to eligible employees who are victims of domestic violence or sexual violence. An employee is eligible for such leave if: the employee has completed 3 months of employment with the District; the employee or a family or household member of an employee is the victim of domestic violence or sexual violence; and, the leave is sought for a specific reason related to domestic violence or sexual violence. An eligible employee may take up to 3 working days of leave within a "rolling" 12 month period, measured backwards from the date of any leave.

# You may take domestic or sexual violence leave to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat dating or sexual violence.
- Obtain medical care or mental health counseling for yourself or your family or household member to address physical or psychological injuries resulting from the domestic violence.
- Obtain services from a victim services organization for yourself or your family or household member.
- Make your home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from the domestic violence or prepare for and attend court-related proceedings arising from the domestic violence.

For purposes of this policy, "family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and

**Commented [CMW1]:** Florida employers with 50 or more employees must provide up to three days of domestic violence leave in any 12-month period to eligible employees if they or a family or household member has been victimized by domestic violence.

**Commented [CMW2]:** This leave may be paid or unpaid at the District's discretion.

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persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

An employee should speak with their supervisor as soon as he becomes aware that he may need to request leave under this policy. The District will keep all information relating to an employee's request for such leave confidential. Except in cases of imminent danger to the health and safety of the employee or the employee's family or household member, an employee should provide advance notice of his or her need for leave. The District may require employees to provide appropriate documentation of the need for leave, *e.g.*, court documents or a doctor's note.

When leave is taken, the District will first substitute for unpaid leave any accumulated paid leave (*e.g.*, vacation leave/PTO), which will be charged against the employee's outstanding unpaid domestic violence or sexual violence leave entitlement.

#### 13.14. Educational Opportunities

The District highly values education and recognizes it as a means to promote professionalism within the District and to give the fire service the status and recognition it rightly deserves within our community.

Employee's may announce their intent to attend college/university, or seminar courses during the annual budget process, or during the fiscal year prior to the semester start, or course start; requests not identified during the annual budgeting process may be approved at the discretion of the Fire Chief or designee. Educational requests shall not be unreasonably denied by the District.

The employer agrees to reimburse the cost of tuition, books, and fees for attendance, to an accredited public or private college or university, or field related-seminar or course, for all educational courses related to Under-Graduate, Graduate, or Doctoral degree in the fields of management, business, legal, finance, human resources, or other fields pre-approved by the Fire Chief.

Coursework must be passed with a letter grade of "C" or better to be eligible for reimbursement, or "passing" by the instructional institution. The maximum annual reimbursement amount is \$7,500 per employee per budget cycle.

Employees will be required to reimburse the District for tuition, books and fees if the employee separates within one year of completing coursework. Probationary employees may not participate in the education reimbursement program.

The District may grant paid Educational Leave during normal work hours, not to exceed four hours per week for 40-hour employees, for the purpose of participating in

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pre-approved college education, or other approved educational opportunities. Shift employees will receive educational hours to cover the period of instruction and reasonable travel for local classes, and will receive full coverage for educational opportunities outside Collier and Lee Counties. Additional education scheduled during normal work hours must be pre-approved by the Fire Chief or designee, and may require the use of accrued vacation or personal time for class attendance.

All Classes must have approval prior to registering and attendance to be eligible for reimbursement, utilizing District policies. Employees may be granted Educational Leave for attendance at professional seminars, conferences, or other such business meetings which may contribute to increasing the employee's effectiveness and knowledge. All such opportunities must have approval prior to registering; complying with the District Policy.

# 14.15. Educational Incentives

Eligibility shall be based on the employee job description. All incentives are listed as annual amounts. Eligible incentives are included on the employee's bi-weekly paycheck.

The District offers the following educational incentives. All degrees are in their own category.

#### All:

Associate Degree \$1700 Maximum Includes State Supplement Bachelor Degree \$2500 Maximum Includes State Supplement Master Degree \$3000 Maximum Includes State Supplement

College degrees incentive paid for the highest degree only.

#### All member certifications:

EFO/National Fire Academy	\$ 520	
CFO Chief Fire Officer	\$ 520	
FM Fire Marshal	\$ 260	
CEMSO Chief EMS Officer	\$ 260	
CTO Chief Training Officer	\$ 260	
CPM Certified Public Manager	\$ 520	
CDM Certified District Manager	\$ 520	
Each is added to the other for a maximum of	\$3000	
Certified Firefighter Only:		
Fire Investigator (I or II) Only one Paid	\$ 520	
Public Safety Life Educator	\$ 390	

Fire Officer (I or II or III or IV) Only one Paid Fire Instructor I Only one Paid Fire Instructor II or III Only one Paid Live Burn Instructor (I or II) Only one Paid Live Fire Adjunct (Until Live Burn Instructor) Safety Officer Paramedic Certification	\$ 520 \$ 520 \$ 520 \$ 520 \$ 390 \$ 390 \$ 5,200
Each is added to the other for a maximum of	\$8,000
Administrative Employees Only:	
Accounting Technology Certificate	\$ 625
Business Administration & Management	\$ 600
Business Operations	\$ 450
Emergency Management	\$ 600
Certified Public Manager® program	\$ 600
Certificate Accounting Applications	\$ 750
Programming Specialist	\$ 450
Information Management (network)	\$ 600
Web-development Specialist	\$ 900
A+ Certification	\$ 600
Network + Certification	\$ 450
Certified Netware Administrator	\$ 600
Human Resource Management	\$ 450
SHRM - Certified Professional	\$ 600
SHRM- Senior Certified Professional	\$450

Accredited College Certification or others as determined by the Fire Chief are at \$25 per credit hour. All courses must be completed with a Certificate.

Each is added to the other for a maximum of \$3000.

# **Facilities Personnel Only:**

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Licensed General Contractor	\$1,000
Licensed Electrical Contractor	\$ 350
Licensed HVAC Contractor	\$ 350
Licensed Plumber	\$ 350

Each is added to the other for a maximum of \$2,000

# 15.16. Family Medical Leave of Absence FMLA

Employees who have completed 12 months (which need not be consecutive) of employment and have worked at least 1250 hours in the 12 months preceding

commencement of the leave, are entitled to a family and medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA). Federal Law and District policy should be referenced if FMLA leave is needed.

The District will not interfere with, restrain or deny the exercise of any right provided under the FMLA or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### 16.17. Military Leave

All District employees who serve in the Florida National Guard, the United States Armed Forces or the Armed Forces Reserves shall receive those benefits and rights as provided by applicable federal and state laws.

For specifics regarding military leave and rights available to employees taking leave, please contact Human Resources.

**Military Affairs and Related Matters:** 

Employees shall be afforded all State and Federal protections such as those provided in the (a) Service members' Civil Relief Act (SCRA), Title 50, Appendix U.S.C. ss. 501 et seq., (b) the Uniformed Services Employment and Re Employment Rights Act (USERRA), Title 38 United States Code, Chapter 43, and (c) and Florida Statute 295, Laws Relating to Veterans.

The District and the affected employee should take the time to review specific subject material in depth to ensure all rights are preserved.

#### 17.18. Group Insurance

Group Insurance is available to probationary, <u>Sshift and R</u>regular <u>Ffull-T</u>time employees without a waiting period. Group insurance benefits includes Medical, Dental and Vision.

An employee electing District offered group insurance benefits may have an employee contribution deducted from their bi-weekly paycheck as determined by the Board of Fire Commissioners.

#### Commented [CMW4]: Military leave for public

employers is quite different from that in the private sector. Public employers are required to provide employees up to 30 days of <u>paid</u> military leave. However, the amount of leave would depend on what kind of activities the employee is engaged in (short trainings vs. deployment, etc.), but public employers are required to provide pay for the first 30 days.

Because these requirements vary depending on the employee's situation, we would advise that the District simply state that it offers Military leave and require the employee to reach out to the District through HR or whomever to discuss the specifics rather than trying to fit it all in the handbook.

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New employees, may enroll up to 30 days after hire or must wait for the next open enrollment. An Open Enrollment Window allows you to make changes to your coverage each year.

Changes to your coverage are only allowed outside the open enrollment window if you have a qualified family status change as defined by the IRS. Some examples of family status changes are:

- ✓ Marriage or Divorce
- ✓ Change in Employment status
- ✓ Death of employee or dependent
- ✓ Birth or Adoption of Child
- ✓ Change in Hours Employed by you or your Spouse

Life insurance, short-term and long-term disability insurances are also benefits provided to all probationary and regular full-time employees. Life insurance is provided at the rate of one-time salary up to \$125,000.

Insurance coverage ends on the last day of the month in which you sever employment. For example, if you resign October 10, your coverage ends October 31st at midnight.

#### 18.19. Retirement/Social Security

As an employee of the District, you are included in the Social Security System. District employees hired before January 1, 1996 are members of the Florida Retirement System. This plan is operated and administered by the State of Florida. The District will pay the mandated state contribution percentage. Retirement benefits are defined by the State of Florida.

Full-time District employees hired between January 1, 1996 and November 4, 2014 will be on one of two retirement plans. If the employee is a certified Florida Firefighter and qualifies for High-Risk retirement by job classification, the employee will be eligible for the Districts Firefighters 175 Pension Plan. Retirement benefits are defined by the plan document. Contribution levels are determined annual by the Plan.

Full-time employee not qualified for High-Risk retirement hired between January 1, 1996 and November 4, 2014 will be eligible for a 401A Profit Sharing retirement plan; managed by an independent retirement company. You will be given a copy of this plan as part of your orientation as well as contribution levels and requirements.

Full-time employees hired after November 4, 2014 will be enrolled in the Florida Retirement System (FRS), unless not eligible for enrollment as determined by FRS. If an employee is determined not eligible for enrollment into FRS the employee will be enrolled in the 401 A Profit-sharing retirement.

#### 19.20. Deferred Compensation

Full-time employees are eligible to participate in a 457 Deferred Compensation plan. The plan is a tax deferred savings plan for retirement purposes available to employees upon employment. All employees will be eligible for a matching contribution; \$50.00 per pay period to their 457 Deferred Compensation plan. This program is managed by an independent retirement professional.

#### 20.21. Credit Union

District employees and their families are eligible to join the Suncoast Credit Union.

## 21.22. Time Off to Vote

Employees are encouraged to vote before or after working hours. When the polls are open two hours before or two hours after the employee's regularly scheduled workday, it is considered sufficient time for voting. However, should an employee's work not allow sufficient time for voting, you will be allowed the necessary time off with pay for voting. Prior arrangements must be made with your supervisor.

### SECTION C: EMPLOYEE RESPONSIBILITIES

#### 1. Rules of Conduct and Corrective Action

In order to provide a safe and productive work environment for our employees and to maintain order, the District has established high standards of performance and conduct. Employees are responsible for being familiar with all District Rules and Regulations, Policies, and applicable Standard Operating Guidelines. <u>Employees are also required to report any situation or incident that may affect their employment with the District, including but not limited to any criminal charges, whether occurring on or off duty, as soon as possible, but no later than three (3) days from the event.</u>

Failure to comply can result in disciplinary action to include counseling, written reprimands and warnings, disciplinary probation, suspension, demotion and termination.

### 2. Separation from Employment

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The District hopes that your tenure with our District will be a happy and prosperous one. If you are unhappy with your present job for any reason, please talk to your supervisor and try to resolve the matter. The District does understand, however, that at certain times a change in jobs may be necessary.

In order to leave the District in "good standing", you must have given your supervisor written notice at least two weeks (14 days) in advance of your last work day, have demonstrated satisfactory or better performance, and returned all District property including uniforms, your district identification, keys, etc.

Failure to provide proper notice can affect your eligibility to receive payout for accrued time (vacation/sick) and could influence your chances for future reemployment with the District. Generally, employees who leave without proper notice or "not in good standing" are not eligible for rehire. Even though an employee may voluntarily terminate, the District retains the right to ask the employee to leave earlier than planned.

#### 3. Tardiness and Absenteeism

You are expected to be at work and on time for your scheduled work day. If you cannot report to work as scheduled, you must call/text your immediate supervisor prior to the start of your work day.

You shall notify your supervisor or designee within one hour of your designated start time each day of absence. Failure to provide this notice may cause denial of sick pay and result in disciplinary action. Illness or hospitalization of more than five (5) consecutive days shall require a doctor's certificate stating the employee may return to work. A doctor's note may be required for each separate instance of absence, repeated absence or extended absences if due to illness.

Punctuality, being at your job on time and ready for work, is part of good attendance and critical to our ability to provide exceptional service. If you are going to be late for your scheduled work day, you must call/text in as soon as you know. Your call/text must include the reason you are running late and your expected time of arrival.

You can receive disciplinary action for unexcused absences and tardiness and for excessive tardiness and absenteeism, even though excused. Three (3) unexcused days absent will result in immediate termination, as the District will assume you have voluntarily abandoned your job.

Your supervisor is the only person authorized to make schedule changes. Failure to return to work following <u>the</u> expiration of an approved leave of absence will result in your termination of employment.

# 4. Telephone Use, Mail and District-issued Equipment

Use of the District's telephone lines should be confined to business phone calls and limited personal use. Placing personal long-distant calls is strictly prohibited from District telephone lines and District owned cellular devices.

In order to avoid adding to the increasing volume of mail, employees should not use the District's address for receiving personal mail. District stationary shall not be used for personal correspondence. To do so could reflect an official District communication.

District-issued property (phones/pagers/radios/computers, etc.) are the responsibility of the employees to which they are issued. They must be kept in the hourly employee's possession while on duty. Employees will be held accountable for lost, stolen or damaged issued property including any insurance deductible that the District would have to pay.

Violation of the above policies is considered misappropriation of District funds and misuse of District property and is grounds for disciplinary action.

### 5. Political Activity

District employee shall not personally take part in any political campaigns or other political activities during working hours.

# 6. Computer Use

E-mail and Internet access are provided to enhance District business communication and productivity. The use of these systems should be confined to business- or workrelated communications. Employees utilizing District E-mail, voice mail, telephones and computers should have no expectation of privacy. The District reserves the right to monitor the use of these communications at any time. Communications that contain sexually or racially offensive comments, jokes or slurs and/or disparagement of coworkers or subordinates are expressly prohibited and shall be grounds for disciplinary action.

Fax machines, copiers, computer software and hardware, cell phones etc. are provided for the express purpose of conducting business for our District. Personal use and benefit should be limited.

## 7. Professionalism

When representing the District, you are expected to conduct yourself in a professional manner at all times.

Professional conduct includes exhibiting a friendly, cooperative and team-oriented attitude toward co-workers, management and all residents/visitors.

# 8. Social Media

The District recognizes that its employees may use online social networking, social media or other online venues for networking and discussion; however, the use of social media presents certain risks and carries with it particular responsibilities. Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to posting to a personal website, blog, social networking web site, web bulletin board or chat room. While the District does not intend to limit its employees' lawful use of social media, employee use of social media must be consistent with all of the District's policies and procedures, as well as all applicable laws, rules and regulations.

#### Additionally, when using social media:

- <u>Employee conduct that adversely affects their job performance, the</u> <u>performance of their co-workers or otherwise adversely affects people who</u> <u>work on behalf of the District or the District's legitimate business interests</u> <u>will not be tolerated.</u>
- Employees may not post discriminatory or harassing remarks, threats of violence or similar inappropriate or unlawful conduct.
- Employees may not post statements, photographs, video or audio that could be reasonably viewed as malicious, obscene, threatening or intimidating, that could disparage the District, its clients or business associates, or that might constitute harassment or bullying.
- Employees must be honest and accurate; if a mistake is made, it should be immediately corrected.
- Employees may not post information or rumors that are known to be false
   about the District, its employees, clients, business associates or people
   working on behalf of the District.
- Employees may not post or otherwise disclose unlawful, private, or confidential information related to the District, its employees or clients – private or confidential information is information protected by law or privilege.
- Employees may not represent themselves, the District or District's clients or business associates in a false or misleading way.
- Employees must disclose their employment with the District when posting information about the District, its products or services. Employees must make it clear that the views and opinions they express about work-related matters are their own, and are not portrayed as being those of the District; they may not claim to be a spokesperson for the District. If the District is a subject of the content being created, employees must be clear and open that the views presented do not represent those of the District, its employees, clients, business associates or those working on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District,"
- Employees may not use social media while on work time unless it is workrelated.

#### **Commented [CMW6]:** In light of recent trends, we advise all our clients to implement a written social media policy in order to outline what the District will not tolerate when it comes to social media posts that can negatively impact it.

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 Employees may not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

This policy shall in no way be construed to limit or obstruct concerted activity protected by the Public Employees Relations Act. The District prohibits taking negative action against any employee for reporting a possible deviation from this Policy or for cooperating in an investigation.

Any exceptions to this Policy must receive prior approval from the Fire Chief or designee. Employees should refer questions regarding this Policy to Human Resources.

#### 8.9. Breaks and Meal Periods

The bBreaks and meal periods for Mnon-Eexempt employees shall be included and part of their normal work schedule. All breaks and meal periods are at the employee's discretion, as approved by their supervisor. Supervisors will not unduly deny breaks from employment, the motivating factor being work accomplishment.

#### 9.10. Cash Handling

Employees who are assigned cash handling responsibilities as a part of their job are required to follow proper procedures as outlined by their supervisor. Failure to follow proper procedure for handling checks, credit cards and cash shall result in disciplinary action up to and including termination. Failure to maintain accurate, proper, and timely accountability and control of deposits will also result in disciplinary action. Altering paperwork, or in any way falsifying District records can result in immediate termination. Using District money for personal reasons is strictly prohibited and would be considered misappropriation of District funds.

# SECTION D: COMPENSATION

### 1. Payroll Information

Employees are paid by-weekly (every two weeks), on every other Thursday. There are 26 paydays per year. Payroll payments will be made via Direct Deposit; an enrollment form will be provided at hiring.

Paychecks cover the two-week work period which ended the previous Monday at 8:00 a.m. Deduction for Federal Withholding Income Tax and Social Security (F.I.C.A.) are required by law.

The District is required by law to make mandatory deductions from earnings. Amounts withheld may vary according to how much the employee earns, marital status, government employment regulations and other factors. Mandatory Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Black

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withholdings include federal income tax and social security, and any other taxes or deductions required to be withheld by state and/or federal law.

You may also wish to authorize other deductions from your paychecks such as; Deferred Compensation, Voluntary Life Insurance, or Voluntary AFLAC coverage.

In addition to mandatory payroll deductions, the District is required by law to comply with certain court orders, liens, or wage assignments and to make payroll deductions pursuant to those orders. Employees should refer any questions regarding deductions from their pay to Human Resources.

Employees will receive a payroll statement detailing their gross and net pay on payday. Employees must verify that their paychecks are correct every payday. If an error does occur, employees must inform their supervisor immediately so that the payroll department can obtain the correct information and determine whether an adjustment is in order. Periodically, employees should also verify that the personal information on their paychecks is correct. Any changes must be immediately communicated to their supervisor so that the proper information can be forwarded to payroll.

### 2. Work Schedule

- A. The Fire Chief or designee shall establish the standard work week and hours not to exceed 40 hours per week, or in excess of 10-hours per workday for non-shift personnel. Office hours shall routinely be Monday through Friday from 8:00 a.m. to 5:00 p.m. A work schedule will be established under the direction of the Fire Chief or designee.
- B. Employees on a compressed work schedule will revert to working a five /eighthour schedule during recognized District Holiday weeks in accordance with the District SOG.

#### 3. Overtime

Your supervisor may require you to work overtime, or on your days off, in order to meet special situations, emergencies, or demands. As a District employee serving the public, you are expected to work the extra hours. Mandatory Overtime will not be unreasonably imposed.

Overtime will not be accrued for attendance at seminars, conferences, school, etc. However, if an employee is scheduled to work during his/her attendance at one of the above, attendance will reflect the employee off on Department Leave or Educational Leave and be counted as productive work hours/time.

Employees are eligible for overtime pay in accordance with the Federal Fair Labor Standards Act.

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Employees in Office, Trades and Clerical positions are usually assigned as <u>nNon-</u> <u>Eexempt</u>; therefore, are eligible for overtime once the <u>forty40</u>-hour productive threshold is met. Overtime will be paid at <u>one and one-half times and a half based on</u> the employee's <u>normal-regular</u> rate of pay. All overtime must be preapproved by a supervisor.

De minimis after-hours work, generally less than 15-minutes, is not compensatory; however, work performed outside of assigned work hours is viewed collectively and not on a per-email/text/call or per-incident basis, therefore an employee who collectively works more than 10 minutes needs to have supervisor approval and submit the appropriate overtime request form. A violation of the overtime reporting procedure will result in disciplinary action.

FLSA Overtime Exempt Employees include positions of the management team with supervisory, managerial and disciplinary responsibilities; such as Chief Officers and Directors. Employees in this classification are not eligible for overtime. Exception: Command staff/management who are activated during a declared civil emergency will be eligible for compensation, in accordance with District policy.

# 4. Emergency Duty Assignments

If Civil Emergency conditions are declared by the Fire Chief, employees shall be assigned as necessary to duties to fulfill the mission of the District. Civil Emergencies include, but are not limited to; riots, civil disorders, floods, hurricanes, tornados, or similar catastrophes.

# SECTION E: SAFETY AND SECURITY

#### 1. Safety Practices

The management of the District is dedicated to providing and maintaining a safe environment for all employees and residents/visitors. It is the Districts hope and desire that no one will sustain any injury or loss as a result of employment. The best way to ensure safety is through our constant awareness. The District relies on all of our employees to be safety conscience while on the job. The following guidelines should help you in this role:

- $\checkmark$  Be aware of the safest manner in which to perform your job.
- ✓ In an emergency situation, remain calm and relay any information in a calm and rational manner.
- ✓ Report any violations of policies and procedures to your supervisor.
- ✓ Observe all established fire, safety, civil defense rules and common safety practices.
- Do not take any actions that could contribute to unsanitary or unsafe conditions such as horseplay.
- ✓ Cooperate with any and all District investigations.
- ✓ Know the location of fire extinguishers and exits.
- ✓ Follow proper lifting techniques.
- ✓ Do not block access to exits or emergency equipment.
- ✓ Aisles and walkways must be kept clear and materials properly stacked and stored safely.
- ✓ Any serious situations should be reported to your immediate Supervisor.
- ✓ Become familiar with department-specific safety rules and regulations.
- ✓ Report any safety hazard.
- ✓ Any questionable orders or directives report to the Fire Chief or designee.

# 2. Workers' Compensation and Accident Reporting

Workers' compensation benefits are provided in accordance with Florida law and District policy to protect an employee in the event of a work-related injury or illness resulting in medical care and/or loss of work time. Coverage begins immediately upon hire and is paid for by the District.

Under this insurance, medical expenses in connection with a work-related injury or illness will be paid according to the State fee schedule. Benefits covering lost wages will be paid by our insurance company according to State law and require certain minimums and waiting periods before any payment is made.

Accidents that occur on the job must be reported to your supervisor immediately regardless of severity. Only Workers' Compensation-approved doctors are authorized to provide treatment and determine the need for time-off. It is a felony to claim a false injury on the job. All accident reports are fully investigated and fraudulent claims are

prosecuted. Any questions regarding Workers' Compensation should be referred to Human Resources.

If an employee is off work for seven (7) or less days, due to an on-the-job injury that is covered under Worker's Compensation, the employee will receive a regular paycheck. If the employee is off more than seven (7) days, the employee will continue to receive a regular pay check from the District. Additionally, Disability checks from the Worker's Compensation carrier will also start to be received by the employee at their residence, this check is to be submitted to Human Resources within five (5) business days.

#### 3. Emergencies

In any District or employee emergency including robbery, bomb threat, power failures, injury/accidents, fire, etc. it is important to remain calm, protect against physical harm and notify management as quickly and calmly as possible. Employees should never put themselves in danger to protect property.

#### 4. Tobacco Free Workplace

This is a Tobacco Free Workplace in accordance with District Policy.

## 5. Drug and Alcohol-Free Workplace

The District has made a strong commitment to its employees to provide a safe workplace and to promote employee health. Our goal is to maintain a work environment that is free from the adverse effects of drugs and alcohol.

It is the policy of our District that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on District premises or within its facilities, in the conduct of District-related work off District premises, or when operating District vehicles on or off duty, is strictly prohibited. The foregoing prohibitions apply at all times during the workday, including mealtimes and break periods.

Nor will the District permit any employee to report to work or to perform his or her duties with the presence of illegal or illegally obtained drugs or alcohol, in his or her body, or while impaired or under the influence of any illegal drug and/or alcohol. The District also does not permit any employee to report to work or to perform his or her duties while taking prescription or non-prescription medication, which in fact is adversely affecting the person's ability to safely, and effectively perform his or her job functions.

An employee for whom a licensed physician or dentist prescribes a controlled substance must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the District. Employees are required to notify a supervisor in such instances, but need not disclose the medication being used or the medical condition involved. Failure to adhere to these policies will result in disciplinary action up to and including immediate termination.

Employees may be required to submit to drug or alcohol testing at the discretion of management under certain circumstances. A comprehensive Drug-Free Workplace Policy has been adopted by the District.

#### 6. Workplace Violence

It is the shared obligation of management, employees, law enforcement agencies, and employee organizations to individually and jointly act to prevent or defuse actual or implied violent behavior at work. Additionally, GNFD will provide a coordinated effort to manage critical workplace violence incidents. This includes but is not limited to a quick and thorough investigation and response to reports or incidents of threats, attempts, or actions of violence against an employee that were carried out or believed to have been carried out in the workplace by an employee against another employee or citizen.

Violence, attempted violence or the threat of violence by any employee against another GNFD employee or citizen during working hours is unacceptable. Any such action may subject the employee to possible criminal charges by the victim through the appropriate law enforcement agency. Additionally, any employee who is involved in such activity will be subject to serious disciplinary action up to and including termination.

The District intends to fully cooperate with law enforcement personnel to assist in the prosecution of any person in or outside the organization who commits violent acts against an employee in the workplace or during working hours.

The possession, use, or threat of use of a weapon, including firearms is not permitted in/on GNFD property, or in a GNFD owned vehicle. Exception: employee rights signed into law under the "Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008"; creating s.790.251, F.S.; effective July 1, 2008; Florida employees who possess a valid concealed weapons permits have the right to store firearms in their privately-owned locked vehicles in employer-owned parking lots.

A comprehensive Violence in the Workplace SOG has been adopted by the District.

### 7. Communications Connectivity

All employees shall maintain, at their own expense, a working phone and current contact number/information with the District for communication and automated recall purposes. The District may leave a voice message when communicating messages to employees. Therefore, all employees must ensure that their voice mailboxes are properly set up. Additionally, Aall employees shall maintain a current mailing address and residence address with the District.

# GREATER NAPLES FIRE RESCUE DISTRICT ASSISTANT CHIEF

District Rank: Assistant Chief Direct Report: Deputy Chief FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

# I. Chief Assignment:

The Assistant Chief serves as a manager in charge of a Section of the District's Organizational Branches. These sections include, but limited to, Operations, Fleet and Logistics, Training and Professional Development, and Life Safety and Prevention. The Assistant Chief is third-in-command only to the Fire Chief and Deputy Chief.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

# II. General Description:

The Assistant Chief is a multifaceted position requiring supervisory and administrative work in commanding and coordinating any number of Section(s) activities by overseeing the dayto-day operations through direct management of programs and supervision of subordinate personnel. Work involves responsibility for the direction of the assigned Section. An employee in this class is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, life safety, logistical, training, administrative, and support work. Work is performed with considerable independence within established policies and procedures. The Assistant Chief position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

# III. Hours of Work:

This position is compensated on a salary basis and is typically assigned a forty (40) hour workweek. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the District's Administration Handbook.

# IV. Nature of Work:

The Assistant Chief assists the Fire Chief and Deputy Chief in planning, organizing, and directing District operational functions. Responsible for performing executive-level activities and may act in this capacity in the absence of the Fire Chief or designee as assigned. Participates in developing the District's planning objectives encompassing various activities, including Financial, Logistical, Operational, Planning, Life Safety, and Professional Development, and recommends alternative strategies for achieving them. Projects may be sensitive or controversial, may not have valuable precedents; and may have divergent and conflicting views. Prepares and presents decision papers, briefing materials, correspondence, and recommendations. Develops fully coordinated and communicated plans, policies, procedures, and systems that support achieving adopted objectives in a fiscally responsible and effective manner.

Directs and coordinates operational activities of subordinate personnel in the District. This individual regularly works in an office setting, in the field, and in remote locations throughout the District and community.

The Assistant Chief is responsible for performing various organizational planning assignments of considerable difficulty relating to planning, organizing, supervising, and participating in operational, administrative, managerial, personal investigations and discipline, policies and procedural development, and collective bargaining. An essential aspect of working in this class is ensuring that personnel activities are accomplished in conformance with District policies and procedures, collective bargaining agreements, local and state law, and other pertinent rules and regulations. Considerable initiative and independent judgment are required in establishing programs and procedures for the areas of assignment.

# V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with personnel, oversees all of the operations to that aim; seeks legal and professional advice as necessary, and communicates directly to the Fire Chief and Deputy Chief.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief and Deputy Chief properly.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes personnel's activities, analyzes performance, conducts critiques of employees' performance, and provides relevant information to the Fire Chief and Deputy Chief.
- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.

- Oversees and coordinates assigned day-to-day operational activities of the Fire District to assure a consistently high-quality service delivery; meets regularly with supervisory and management personnel and the Fire Chief and Deputy Chief to recognize, evaluate and solve operationally the management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and Deputy Chief and modifies as necessary Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out all District directives given by the Fire Chief and Deputy Chief legally compliant and in the District's best interest and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District for all areas of responsibility; reviews and approves expenditures of funds prudently and responsibly; prepares recommendations for new equipment specifications.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with elected officials to promote programs, training, strategies, and other terms and employment conditions related to the organization and its members.
- Performs other job-related duties as required.

# VI. Physical Requirements:

The District Chief may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The District Chief must be "Fit for Duty" as determined by a medical provider.

# VII. Supervisory Responsibilities:

- Oversees all employees, with the exception of the Fire Chief and Deputy Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

# VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

# IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

# X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# GREATER NAPLES FIRE RESCUE DISTRICT CHIEF OF STAFF

**District Rank: Chief of Staff** 

Direct Report: Fire Chief

FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

# I. Chief Assignment:

The Chief of Staff has the overall responsibility to advise the Fire Chief on the human resource and financial implications of matters such as staffing, compensation, benefits, health and safety, recruitment, and labor relations; ensuring legal compliance while executing the District's mission, vision, and values. The Chief of Staff is the executive-officer for all civilian staff members in all areas, sections, and functions of the District, and reports directly to the Fire Chief.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

# II. General Description:

The Chief of Staff is a multifaceted position requiring managing, supervisory and administrative work in overseeing the administration of District programs, services, policies and other areas of employment as directed by the Fire Chief, including, but not limited to, compensation, benefits, paid time off, disciplinary matters, disputes and investigations, performance evaluations, recognition, morale, and health and safety. The Chief of Staff organizes and prioritizes critical issues and gathers required information for the Fire Chief to facilitate efficient decision making.

# III. Hours of Work:

This position is compensated on a salary basis and is typically assigned a forty (40) hour workweek. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the District's Administration Handbook.

# IV. Nature of Work:

The Chief of Staff assists the Fire Chief in planning, organizing, and directing District administrative and financial functions. Participates in developing the District's planning objectives encompassing various activities, including Financial, Logistical, Operational, Planning, Life Safety, and Professional Development, and recommends alternative strategies for achieving them. Projects may be sensitive or controversial, may not have valuable precedents; and may have divergent and conflicting views. Prepares and presents decision papers, briefing materials, correspondence, and recommendations. Develops fully coordinated and communicated plans, policies, procedures, and systems that support achieving adopted objectives in a fiscally responsible and effective manner. Directs and coordinates operational activities of subordinate personnel in the District. This individual regularly works in an office setting, in the field, and in remote locations throughout the District and community.

The Chief of Staff is responsible for performing various organizational planning assignments of considerable difficulty relating to planning, organizing, supervising, and participating in operational, administrative, managerial, personal investigations and discipline, policies and procedural development, and collective bargaining. An essential aspect of working in this position is ensuring that personnel activities are accomplished in conformance with District policies and procedures, collective bargaining agreements, local and state law, and other pertinent rules and regulations. Considerable initiative and independent judgment are required in establishing programs and procedures for the areas of assignment.

# V. Illustrative Tasks:

- Creates and maintains District and Countywide relationships to support District success.
- Develops and implements policies, processes, and strategies enabling the Fire Chief to focus on larger strategic initiatives.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes personnel activities, analyze performance, conduct critiques of employees' performance and provide relevant information to the Fire Chief.
- Coordinates with partnering emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.
- Monitors subordinate personnel to ensure they receive and maintain the highest level of training at all times.
- Oversees and coordinates assigned day-to-day staff activities of the Fire District to ensure a consistent, high-quality service delivery; regularly meets supervisory and management personnel and the Fire Chief.
- Fosters a professional and harmonious, goal-oriented attitude with employees. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends modification of Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and personnel appraisal.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out directives given by the Fire Chief.
- Performs other job-related duties as required.

#### VI. Physical Requirements:

The Chief of Staff is subject to annual physical evaluation.

#### VII. Supervisory Responsibilities:

Responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints, and resolving problems.

Ensures adequate training is provided for all personnel.

Handles discipline and employee termination per all applicable State laws and District policies.

## VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.

- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

#### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

#### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# GREATER NAPLES FIRE RESCUE DISTRICT EXECUTIVE OFFICER

**District Rank: Deputy Chief** 

Direct Report: Fire Chief

FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

#### I. Chief Assignment:

The Deputy Chief serves as the District's Executive Officer and serves as the second-incommand of the District only to the Fire Chief. The Executive Officer reports to the Fire Chief and oversees operational, managerial, and support functions of the District.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

#### II. General Description:

The Executive Officer exercises direction and control of the District, often through subordinates within the District's operational, management, and support functions that may be subdivided by "Branch," "Section," "Division," "Function," "Unit," "Company," etc. and the personnel and rank structure assigned within those organizational structures. The Executive Officer is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, life safety, logistical, training and development, administrative, and support work. The Executive Officer's work is performed with considerable independence within the job description parameters and District policies, procedures, and other governing documents. The Executive Officer position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

#### III. Hours of Work:

This position is compensated on a salary basis and is typically assigned a forty (40) hour workweek. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the District's Administration Handbook.

#### IV. Nature of Work:

The Executive Officer will plan, lead, direct, develop, and coordinate the District's policies, activities, and staff, ensuring legal compliance and implementing the District's mission. The Executive Officer acts in the absence of the Fire Chief as the District's interim authority.

The Executive Officer participates in developing the District's Strategic Plan, Operating Tactics and Objectives encompassing all areas of the District, and the subordinate officers and personnel accomplishing those directives. The Executive Officer prepares and presents decision papers, opposing views, briefing materials, functional and educational correspondence, and classes, provides solutions, and implements recommendations and solutions on behalf of the Fire Chief.

The Executive Officer gathers, interprets, disseminates, formulates, promulgates, and implements policies, procedures, guidelines, and directives to subordinate personnel in all fields of District operations and support functions. The Executive Officer can be found operating in the area, in the office, neighboring agencies, or remote locations that support the District meeting community expectations of service.

The Executive Officer oversees that personnel working in a certain class perform effectively and efficiently, consistent with the District's performance standards and expectations. In all areas of operation, administration, and support functions of the District, the Executive Officer will exercise independent judgment in meeting community expectations, subject only to the review of the Fire Chief.

The Fire Chief can direct the Executive Officer to be the lead negotiator for labor relations, exercising authority on behalf of the Fire Chief to issue grievance resolves, negotiate materials, conduct labor-management relations, issue opinions to the union on behalf of the District, schedules public meetings and proceedings, etc.; all of which are subject to the review and signature of the Fire Chief.

#### V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with all personnel, oversees all departments, divisions, functions, seeks legal and professional advice as necessary, and communicates directly to the Fire Chief.
- Monitors, records, and submits reports and recommendations as needed to properly inform the Fire Chief.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes activities of personnel, analyze performance, conduct critiques of employees' performance and provide relevant information to the Fire Chief.
- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.

- Oversees and coordinates assigned day-to-day staff activities of the Fire District to assure a consistent high-quality service delivery; meets regularly with supervisory and management personnel, and the Fire Chief to recognize, evaluate and solve operational, management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions which impair this achievement; investigates complaints, and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and modifies as necessary Fire District practices when necessary.
- Participates in the selection, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations, and recommended best practices; reviews and modifies policies and practices to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate changes in policy, practice, and resources to upper management.
- Carries out all District directives given by the Fire Chief that are legally compliant and in the best interest of the District and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District, for all areas of responsibility; reviews, and approves expenditures of funds in a prudent and responsible manner; prepares recommendations for specifications of new equipment.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with Fire Chief as necessary to promote programs, training, strategies, and other terms and conditions of employment related to the organization and its members.
- Performs other job-related duties as required.

## VI. Physical Requirements:

The Executive Officer may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The Executive Officer must be "Fit for Duty" as determined by a medical provider.

#### VII. Supervisory Responsibilities:

• Oversees all employees, with the exception of the Fire Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

• Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

#### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

#### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

#### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF

District Rank: Fire Chief Direct Report: Board of Commissioners FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

#### I. Chief Assignment:

Date:

The Fire Chief serves as the senior management executive responsible for the effective and efficient implementation of the District' mission, ethics, and values as set by the Board of Commissioners. The Fire Chief is responsible for the District's Strategy and Objectives in delivering services to the community.

#### II. General Description:

The Fire Chief is the senior managerial professional involved in the development, organization, direction, and administration of all District programs. Responsibilities include:

- Planning, coordinating, and managing all District programs;
- Performing community and public relations activities;
- Preparing the District budget for the Board of Commissioner approval;
- Administering the Board approved budget effectively and efficiently;
- The determinate in hiring, deploying, assigning, supervising, directing, counseling, and disciplining, personnel under their command;
- Acting in the absence of the Board of Commissioners during a State of Emergency;
- Enforcing District policies, working within the Administrative Handbook and Union Contract confines;
- Communicating effectively in written, verbal, and social media formats.

The Fire Chief's work is performed under the general direction of the Board of Commissioners. It requires independent judgment in decision-making, delegation, initiative, and leadership in coordinating daily operations, short and long-term planning.

#### III. Hours of Work:

This position is compensated on a salary basis and is typically assigned a forty (40) hour workweek Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Board of

**Commented [CMW1]:** It is important to note that this position is salary based instead of hourly as to meet the requirements under the FLSA exemptions.

Commissioners. Under the Board of Commissioner's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the individual agreement with the Board of Commissioners.

#### IV. Nature of Work:

The following duties are normal for this position. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related or a logical assignment for this classification. Other duties may be required and assigned.

- Responsible for supervision and command of the District, all personnel, all functions, all legal and policy directives. Responsible for the ethical considerations of the District, which include: honesty, integrity, and character of the District's Command Staff.
- Takes command at fire and emergency scenes that warrant his/her presence and directs operations.
- Responsible for program planning activities; delegates responsibility to assign resource components, monitors and coordinates activities to ensure successful performance and achievement objectives.
- Responsible for the development and implementation of District policy, rules and regulations, guidelines, memos, techniques, and directives of the District.
- Acts as the official liaison for the District to other fire districts, departments, organizations, city and county government and federal agencies. The position is the lead in all public affairs and governmental relationships.
- Reviews reports of subordinate command officers and staff, makes recommendations, and directs apportioned action for approval or disapproval of reports.
- Responsible for the managing fiscal accountability and health for all District programs and overall budget.
- Responsible for the final selection for all personnel hired or promoted.
- Responsible for final determination in disciplinary actions involving suspension, demotion, last chance agreements, and termination. Responsible to follow the legal responsibilities of due process and fair dealings under any agreement approved by the Board of Commissioners.
- Has the authority to require employees to remain on duty and, or require the response of any or all off-duty personnel to major emergency incidents, or natural disasters.
- Makes available all necessary information for subordinate officers to operate effectively and efficiently to support the District's goals and objectives. Makes available information necessary for safe and effective command of District incidents.
- Analyzes and evaluates District reports and statistics to ascertain trends, patterns and needs; reallocates personnel and resources to meet changing District needs.

- Responsible for the design, planning, and construction of new District facilities.
- Remains knowledgeable of laws and regulations relating to Special Fire Districts through education and use of experts.
- In the event a vacancy, or the elimination, of a Chief Officer position, assumes or delegates responsibility and authority to remaining Chief Officers as directed.
- Reports to the Board of Commissioners concerning District activities and operations.

#### V. Illustrative Tasks:

- Reviews evaluations of officers and subordinates of his command.
- Disciplines all members of the organization under his command, including termination.
- Interviews candidates for hiring and promotion.
- Advises and consults with Chief Officers on matters relating to District activities; maintains liaison between the Board of Commissioners and Chief Officers.
- Performs, compiles reports, researches, and directs special projects, and other job-related duties and tasks as assigned by the Board of Commissioners.
- Attends and participates in seminars, conferences and training to increase personal development in advances in emergency operations, leadership, medical and fire service delivery, and growth management techniques.
- Responsible for the preparation, administration, and presentation of the annual budget.
- Briefs personnel in changes to District policy and procedures.
- Formulates, promulgates, establishes, and implements District practices, rules and regulations, policy and procedure, techniques and directives to improve organizational efficiency.
- Maintains and enforces rules and procedures for their command and under their command.
- Represents the District at various civic, community, or governmental meetings.
- Prepares agenda items and supporting documents for Board of Commission meetings.
- Awards commendations to members of his/her command.
- Issues orders, directives, memos, general orders and alike to all subordinate personnel. The chain-of-command flows through subordinates and delineation of responsibilities from the position of Fire Chief.
- Responsible for the preparation and process of collective bargaining negotiations and for the administration and application of the labor agreement.
- The Fire Chief is the lead purchasing agent for the District, and all other purchases are under his direction or delegation.

#### VI. Physical Requirements:

The Fire Chief is subject to annual physical evaluation.

#### VII. Supervisory Responsibilities:

The Fire Chief oversees all employees of the District, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

The Fire Chief handles discipline and termination of employees in accordance with all applicable State laws and District policies.

#### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to employees, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

#### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

#### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

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# GREATER NAPLES FIRE RESCUE DISTRICT FIRE-RESCUE DISTRICT CHIEF

District Rank: Assistant Chief

Direct Report: Deputy Chief

FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

#### I. Chief Assignment:

The Fire-Rescue District Chief, or "District Chief," serves as the District's Assistant Chief of Operations and serves as the District's third-in-command only to the Fire Chief and Deputy Chief. The District Chief reports to the Deputy Chief and oversees the Fire-Rescue, Emergency Medical, and Specialized response of the District's Operations.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

#### II. General Description:

The District Chief exercises direction and control of the Operations of the District, often through subordinates within the District's operational, management, and support functions that may be subdivided by "Branch," "Section," "Division," "Function," "Unit," "Company," etc. and the personnel and rank structure assigned within those organizational structures. The District Chief is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, emergency medical, specialized response, and training and development. The District Chief's work is performed with considerable independence within the job description parameters and District policies, procedures, and other governing documents. The District Chief position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

## III. Hours of Work:

This position is compensated on a salary basis and is typically assigned a forty (40) hour workweek. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the District's Administration Handbook.

#### IV. Nature of Work:

The District Chief will plan, lead, direct, develop, and coordinate the District's policies, activities, and staff, ensuring legal compliance and implementing the District's mission. The District Chief acts in the absence of the Fire Chief and Deputy Chief as the District's interim authority.

The District Chief participates in developing the District's Strategic Plan, Strategy and Tactics, and Objectives of Operations. The District Chief often accomplishes goals through delegation to subordinate officers and personnel accomplishing directives as ordered. The District Chief prepares and presents decision papers, opposing views, briefing materials, functional and educational correspondence, and classes, provides solutions, and implements recommendations and solutions on behalf of the Fire Chief and Deputy Chief.

The District Chief gathers, interprets, disseminates, formulates, promulgates, and implements policies, procedures, guidelines, and directives to subordinate personnel in all fields of District operations. The Assistant Chief can be found operating in the area, in the office, neighboring agencies, or remote locations that support the District meeting community expectations of service.

The District Chief oversees and ensures that personnel working in a certain class perform effectively and efficiently, consistent with the District's performance standards and expectations. In all areas of operations of the District, the District Chief will exercise independent judgment in meeting community expectations.

The Fire Chief can direct the District Chief to be the lead negotiator for labor relations, exercising authority on behalf of the Fire Chief to issue grievance resolves, negotiate materials, conduct labor-management relations, issue opinions to the union on behalf of the District, schedules public meetings and proceedings, etc.; all of which are subject to the review and signature of the Fire Chief.

#### V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with all personnel, oversees all of the operations to that aim; seeks legal and professional advice as necessary, and communicates directly to the Fire Chief and Deputy Chief.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief and Deputy Chief properly.
- Responds when needed to emergent situations to assist other staff members and the Fire District.

- Observes personnel's activities, analyzes performance, conducts critiques of employees' performance, and provides relevant information to the Fire Chief and Deputy Chief.
- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.
- Oversees and coordinates assigned day-to-day operational activities of the Fire District to assure a consistently high-quality service delivery; meets regularly with supervisory and management personnel and the Fire Chief and Deputy Chief to recognize, evaluate and solve operationally the management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and Deputy Chief and modifies as necessary Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out all District directives given by the Fire Chief and Deputy Chief legally compliant and in the District's best interest and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District for all areas of responsibility; reviews and approves expenditures of funds prudently and responsibly; prepares recommendations for new equipment specifications.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with elected officials to promote programs, training, strategies, and other terms and employment conditions related to the organization and its members.
- Performs other job-related duties as required.

## VI. Physical Requirements:

The District Chief may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The District Chief must be "Fit for Duty" as determined by a medical provider.

#### VII. Supervisory Responsibilities:

- Oversees all employees, with the exception of the Fire Chief and Deputy Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

#### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

#### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

## X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



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

## **OLD BUSINESS**

Agenda Item: II. B. Subject: Resolution 2021-004 Apparatus Lease/Purchase Escrow Agreement Meeting Date: May 11, 2021 Prepared By: Fire Chief Sapp

#### **Background**

At the May BOFC meeting, The Board approved entering into a lease agreement for up to five engines from Ten-8. Adoption of Resolution 2021-04 is required for the agreement and will designate the Fire Chief to execute all necessary documents.

#### **Funding Source/Financial Impact**

N/A

#### **Recommendation**

Staff recommends adopting Resolution 2021-04 authorizing a 5-year Lease Purchase Agreement with Leasing 2, Inc. to finance the purchase of up to five new Fire Engines in the amount of \$2,828,245 purchased from Ten-8, and to designate the Fire Chief to execute necessary documents.

#### **Potential Motion**

I move to adopt Resolution 2021-04 authorizing a 5-year Lease Purchase Agreement with Leasing 2, Inc. to finance the purchase of up to five new Fire Engines in the amount of \$2,828,245 purchased from Ten-8, and to designate the Fire Chief to execute necessary documents.



#### **RESOLUTION 2021-04**

#### PROVIDING AUTHORIZATION BY RESOLUTION THE APPROVAL OF APPARATUS LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. AND EXECUTION OF NECESSARY DOCUMENTS BY THE FIRE CHIEF FOR THE APPARATUS LEASE.

#### **LESSEE:** Greater Naples Fire Rescue District

**WHEREAS**, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and Leasing 2, Inc., and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

**BE IT RESOLVED**, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement, if applicable, are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute Lease-Purchase Agreement and Escrow Agreement) (Print Name and Title)

**IN WITNESS WHEREOF**, Adopted by the Greater Naples Fire Rescue District Board of Commissioners this 11th day of May, 2021. 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 Kevin Gerrity

Commissioner Nick Biondo

Commissioner Charles Cottiers

Commissioner Al Duffy

Commissioner David Stedman



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

## **OLD BUSINESS**

Agenda Item:	II. C.
Subject:	Pierce Buyback Agreement
<b>Meeting Date:</b>	May 11, 2021
Prepared By:	J. Nolan Sapp, Fire Chief

#### **Background**

The purpose of the AIW is to outline the parameters for the end of lease terms for the five Pierce Class A Engines approved at the April 13<sup>th</sup> BOFC meeting. The terms allow through the leasing process that at the end of the lease the Fire District will be paid a sum of \$222,600.00 for each of the five leased Pierce Engines. This will be paid in accordance with the Deferred Purchase Agreement, from Brindlee Mountain Fire Apparatus LLC. as long as we meet the defined requirements of the agreement with regard to sell back stipulations of wear and tear of the apparatus.

Brindlee Mountain is the approved third party reseller from Pierce Manufacturing.

#### **Funding Source/Financial Impact**

The District shall be paid in accordance with the agreement \$1,111,300.00 (\$222,600.00 each) at the conclusion of the five-year lease.

#### **Recommendation**

Staff recommends approval of the Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC.

#### **Potential Motion**

I move to support Staff's recommendation and approve the Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC for the five newly approved Pierce Fire Engines.

# **Brindlee Mountain Fire Apparatus, LLC**

## **Deferred Purchase Value Agreement**

This contract is entered into on the 23rd day of April, 2021 by and between Brindlee Mountain Fire Apparatus, LLC, an Alabama Limited Liability Company, hereinafter referred to as "BMFA" and Greater Naples Fire Rescue District of Florida, a Fire Department, hereinafter referred to as the "End-User" further, hereinafter collectively referred to as the "Parties."

BMFA for the sum of ten (\$10.00) dollars and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged agrees to provide a "Deferred Purchase Value" to "End-User" during the term specified herein. The "Deferred Purchase Value" specified herein shall be subject to the terms, conditions and limitations specified herein. BMFA will have no obligation to honor the "Deferred Purchase Value" detailed herein if "End-User" fails to meet its obligations hereunder or in the case the Apparatus fails to meet the conditions as required and specified herein. Further, BMFA will have no obligation to honor the "Deferred Purchase Value" if the Apparatus contemplated herein has not been shipped from the manufacturer to the "End-User" within the eighteen (18) month or five-hundred-forty (540) day period after the date this Agreement is executed or after the expiration of the five (5) year period after the shipment date of the Apparatus by the manufacturer to "End-User", unless the "End-User" and BMFA enter into a written extension prior to the expiration of each such period.

Now, therefore; in consideration of the foregoing, the Parties hereto agree as follows:

## **Deferred Purchase Value:**

BMFA hereby offers and agrees to pay the value as detailed in Exhibit B entitled "Deferred Purchase Values" for the Apparatus and Equipment fully described and detailed in Exhibit A entitled "Apparatus and Equipment Description", provided that all options and equipment included in the bill of materials by the Original Equipment Apparatus Manufacturer are present at the time of surrender of the Apparatus and the Apparatus meets or exceeds the conditions as described in Exhibit D hereto entitled "Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder". Further, each Apparatus will be required to undergo and successfully pass a National Fire Protection Association, hereinafter referred to as "NFPA", pump test and an annual NFPA ladder/aerial inspection, if applicable, by a gualified third party, acceptable to BMFA, prior to the payment of the Deferred Purchase Value to "End-User" by BMFA. The standards and specifications for the NFPA tests and/or certifications will be those in force at the time of the inspection from time-to-time.

Page 1

"End-User" hereby agrees to pay BMFA the sums shown in Exhibit C hereto entitled "Early Termination Payments", in the case for any reason whatsoever "End-User" exercises its right to terminate this Agreement before its expiration. Early termination of this Agreement will cause BMFA substantial harm; therefore "End-User" must pay the amount shown for the applicable time-frame as shown in **Exhibit C** hereto entitled "Early Termination Payments" to partially compensate BMFA for the damages it will suffer from the early termination of this Agreement. "End-User" understands that time is of the essence and it must honor its obligations hereunder in a timely fashion. If "End-User" fails to provide the required notice to BMFA or fails to pay the "Early Termination Payments" detailed in Exhibit C hereto, it shall be in default of this Agreement and BMFA shall be entitled to compensatory damages for all of the costs associated with "End-User's" default and shall, in addition to any and all compensatory damages, be entitled to any and all punitive damages a court of competent jurisdiction shall award without limit.

#### **Responsibilities of BMFA:**

BMFA will pay to "End-User" at any time prior to the expiration or termination of this Agreement by the "End-User" the sum shown on the attached **Exhibit B** entitled "**Deferred Purchase Value**" subject to the paragraph below entitled "**Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder**".

#### Responsibilities of End-User:

"End-User" will maintain the Apparatus under the Manufacturer's Recommended Preventative Maintenance Schedule; comply with obligations of the Manufacturer's Warranty; and maintain a complete record of all preventative maintenance warranty, and other repairs made to the Apparatus from the date of acceptance from the manufacturer to the date of surrender of the Apparatus to BMFA.

# Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder:

The Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder are detailed in Exhibit D hereto. The "End-User" acknowledges and agrees that it fully understands that BMFA has no obligation to honor the Deferred Purchase Value shown in Exhibit C hereto if the Apparatus does not fully meet the criteria described fully in Exhibit D; however it agrees to have the deficiencies repaired or to negotiate the Deferred Purchase Price with BMFA, in good faith, to compensate for the deficiencies in the condition at the time of surrender. If "End-User" and BMFA fail to negotiate an amended Purchase Price, acceptable to both parties, for the Apparatus; "End-User" and BMFA shall submit the matter to Binding Arbitration to a panel of three qualified Arbitrators under the rules of the American Arbitration Association to determine the fair value of the Apparatus. If BMFA is not willing to honor the value as determined by the Arbitrators, "End-User" will no longer be bound by this Agreement and may retain, sell or dispose of the Apparatus in any manner and at any price it sees fit.

Further, "End-User" agrees it has the responsibility to notify BMFA of any material changes in the value of the Apparatus covered by this Agreement including, but not limited to, accidental damage or collision, modifications, significant system failure or if the Apparatus fails to meet the required annual certifications as required by NFPA standards or otherwise as may be amended from time to time. If the Apparatus is destroyed at any time while this Agreement is in effect, "End-User" will offer the salvage, if it owns such salvage and/or inform its insurance company of BMFA's interest in acquiring such salvage on a first-right-of-refusal basis to BMFA. Further, "End-User" shall include BMFA as a potential vendor for the repair of the Apparatus if it is damaged by collision or otherwise.

#### Indemnification:

Each party to this Agreement indemnifies the other for any and all actions it undertakes. No action will be taken by either party against the other with the exception of a default by one of the parties to a specific requirement of said party as provided for herein.

## Exclusivity:

"End-User" hereby acknowledges and agrees that execution of this Agreement gives BMFA the sole right to market and sell the Apparatus covered hereunder for the duration of this Agreement. "End-User" will not advertise, offer to sell, in any fashion, sell or otherwise transfer ownership in the Apparatus without first paying the required sum to BMFA, as required hereunder, and receiving a full release from BMFA subsequent to payment of the Value show in Exhibit C which BMFA shall immediately send to "End-User" upon receipt of payment in full in the form of a "Cashier's Check" or "Wire Transfer" drawn on an acceptable Bank.

## Jurisdiction:

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Alabama. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of any state or federal court located in Marshall County in the State of Alabama.

## <u>Term:</u>

This agreement will be valid and enforceable for a period of five (5) years or sixty (60) months from the date the Apparatus is shipped to the "End-User" by the manufacturer specified below; providing up to eighteen (18) months total for "End-User" to order and the manufacturer to produce and ship the Apparatus, within ninety (90) days after the execution of this Agreement "End-User" will complete and place its purchase order for Apparatus with the manufacturer so named here: Pierce Manufacturing; and the specified manufacturer will have five-hundred-forty (540) days to produce and ship the Apparatus to the "End-User". This Agreement will be void and of no effect after a period of five (5) years from the date the Apparatus is shipped to the "End-User" by the manufacturer and the five (5) year term shall commence no later than eighteen (18) months or five hundred (540) days subsequent to the execution of this Agreement by the "End-User" and BMFA. If the Apparatus contemplated by this Agreement is not shipped by the manufacturer by the end of the eighteenth (18<sup>th</sup>) month provided for herein, "End-User" and BMFA must both re-evaluate the "Deferred Purchase Value" specified in Exhibit B and amend this Agreement, in writing, or this Agreement will be Void and BMFA will have no further obligation to "End-User". This Agreement may be terminated by the "End-User" at any time by providing written notice to BMFA; provided however the "End User" must give said notice a minimum of one-hundred-eighty (180) days prior to the expiration of this Agreement and pay the Early Termination Payment specified in Exhibit C hereto entitled "Early Termination Payments". If "End-User" chooses to terminate this Agreement by giving the required notice, as provided herein, at any time prior to one-hundred-eighty (180) days prior to its expiration, "End-User" shall be responsible to pay the amount specified in Exhibit C hereto entitled "Early Termination Payments" concurrent with its Notice of Termination and if the Early Termination Payment specified for the time-frame of the Early Termination is not included with said Notice, this Agreement shall remain in full force and effect until the receipt of the amount specified in Exhibit C for the time period as of the date payment is received, in full. Subsequent to receipt of the specified Payment provided for in Exhibit C entitled "Early Termination Payments", in full, by BMFA from "End-User" neither Party will have any obligation to the other under this Agreement.

## Interest and Penalties:

"End-User" understands and agrees that time is of the essence and "End-User" agrees to the following specific Interest and Penalties if it fails to honor any or all of its obligations in a timely manner. Any Early Termination Payment that becomes past due for more than thirty (30) days will bear interest at eighteen (18%) percent or the highest rate allowed by law in the State of Alabama. Further, "End-User" understands and agrees it will bear all of the cost of collection of any and all Early Termination Amounts due to BMFA which become more than sixty (60) days past due, including reasonable collection fees and attorney fees. Page 4

## Notices:

Any notice required or permitted to be provided hereunder will be in writing and delivered by either (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; (c) reputable overnight courier service, freight prepaid, requiring the signature of the party to whom the notice is sent. No notice to either party will become valid and enforceable without proof of delivery by the party serving notice to the other. Notices should be addressed as follows:

If to BMFA: Brindlee Mountain Fire Apparatus, LLC 15410 Highway 231 Union Grove, AL 35175 Telephone: 256-498-0188 Facsimile: 256-498-0924 Attention: James F. Wessel, President

If to "End-User": 14575 Collier Blvd. Naples, FL 34119 239-348-7540

#### Entire Agreement:

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements and understandings relating to the matters provided for herein, including any verbal representations made on behalf of BMFA by any member of its staff other than a duly authorized officer of BMFA. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing and executed by a duly authorized representative of each Party.

In Witness Whereof, BMFA and the "End-User" have executed or caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

a(n)			

By: \_

Name (print):	
Title: Its:	

Brindlee Mountain Fire Apparatus, LLC an Alabama Limited Liability Corporation

By: <u>J</u>ames F. Wessel

Name (print): <u>James F. Wessel</u> Title: Its: President

Exhibit A:	"Apparatus and Equipment Description"
Exhibit B:	"Deferred Purchase Values"
Exhibit C:	"Early Termination Payments"
Exhibit D:	"Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder"

## EXHIBIT A

## APPARATUS AND EQUIPMENT DESCRIPTION

Number of Vehicles:	5
Vehicle Year of Manufacture:	2022
Chassis Manufacturer:	Pierce Manufacturing
Body Manufacturer:	Pierce Manufacturing
Apparatus Type:	Pumper
VIN:	TBD

BMFA HW END USER

Exhibit A page 1 of 1

## EXHIBIT B

## DEFERRED PURCHASE VALUES

Deferred Purchase Value:

\$222,600 per vehicle

Period/Term:

60 Months



Exhibit B page 1 of 1

## EXHIBIT C

#### EARLY TERMINATION PAYMENTS

• Period / Term begins at date of shipment of apparatus (as described in Exhibit A) from manufacturer's facility (as described in paragraph entitled "Term of the "Deferred Purchase Value Agreement". Any early termination agreement shall result in \$25,000 paid to BMFA.



Exhibit C page 1 of 1

#### EXHIBIT D

#### "Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder"

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

Exhibit D page 1 of 1

BMFA JFW END USER

#### DISTRICT'S PROJECTED COST OF SERVICING OCHOPEE

#### OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

	October 2020 thru <u>April 2021</u>	<b>Monthly</b>	Annual <u>Projected</u>	
REVENUE:				
AD VALOREM - OCHOPEE	\$ 356,122	\$ -		Per Budget and TRIM
OCHOPEE MANAGEMENT FEE	565,100		565,100	One-time fee per agreement
TOTAL REVENUE:	921,222		1,803,264	
PERSONNEL COSTS:				
PROJECTED WAGES	(838,825)	(119,832)	(1,437,985)	
PROJECTED FICA	(64,170)	(9,167)	(110,006)	
PROJECTED FRS	(205,093)	(29,299)	(351,587)	
PROJECTED COST OF HEALTH BENEFITS	(23,383)	(23,383)	(280,596)	
PROJECTED COST OF WORKERS COMP.	-	-	(50,507)	
FIRE AND LIFE SAFETY PERSONNEL COSTS	-	-	(4,621)	
TOTAL PERSONNEL COSTS:	(1,131,470)	(181,681)	(2,235,303)	
NON-LABOR COSTS:				
CONTRACTUAL SERV - OCHOPEE	(9,017)	(1,288)	(15,457)	
COMMUNICATIONS - OCHOPEE	(11,015)	(1,200)	(18,883)	
UTILITY SERVICES - OCHOPEE	(6,361)	(1,374) (909)	(10,904)	
REPAIR & MAINT OCHOPEE		. ,	,	
	(8,924)	(1,275)	(15,299)	
OPERATING SUPPLIES - OCHOPEE	(240)	(34)	(411)	
SMALL EQUIPMENT - OCHOPEE	(6,750)	(964)	(11,571)	
VEHICLE REPAIR - OCHOPEE	(15,594)	(2,228)	(26,733)	
CAPITAL OUTLAY - OCHOPEE EQUIP & FURNISHINGS	(8,010)	(1,144)	(8,010)	
REPAIRS & MAINTENANCE MARINE - OCHOPEE	(2,713)	(388)	(4,651)	
ESTIMATED COST OF PROPERTY INSURANCE	-	-	(4,821)	
ESTIMATED COST OF VEHICLE INSURANCE			(14,400)	
TOTAL NON-LABOR COSTS:	(68,624)	(9,803)	(131,141)	
FUEL COSTS:				
ATTACK 60	(623)	(89)	(1,068)	
ENGINE 60	(2,692)	(385)	(4,614)	
ENGINE 61	(1,558)	(223)	(2,671)	
ENGINE 260	(60)	(9)	(103)	
CALEB MORRIS' NEW VEHICLE - F250	(629)	(90)	(1,078)	
CALEB MORRIS' OLD VEHICLE - EXPEDITION	(762)	(109)	(1,306)	
WATER TENDER 60	(428)	(61)	(734)	
BOAT 60	(449)	(64)	(770)	
TOTAL FUEL COSTS:	(7,200)	(1,029)	(12,343)	
	Average Cost		Annual	
	Per Quarter		Projected	
MILE MARKER 63 AVG COST	\$ (239,032)		<u>\$ (956,126)</u>	
ECTED LOSS IF MM63 REIMBURSEMENT NOT MADE			<u>\$ (1,531,649)</u>	
DJECTED LOSS IF MM63 REIMBURSEMENT IS MADE			<u>\$ (575,523)</u>	

#### **Nicole Chesser**

From:	Laura Donaldson < Idonaldson@mansonbolves.com>
Sent:	Thursday, May 6, 2021 1:17 PM
То:	Nolan Sapp
Subject:	FW: Alligator Alley Fire Station
Attachments:	Alligator Alley Public Records Request_Info Package.xlsm

Nolan,

Please see below information from DOT. It appears that no payment is forthcoming.

Laura

From: Avellone, Ted <Ted.Avellone@dot.state.fl.us> Sent: Friday, April 9, 2021 12:18 PM To: Laura Donaldson <Idonaldson@mansonbolves.com> Subject: Alligator Alley Fire Station

Dear Ms. Donaldson,

Please see the below and attached.

Please let me know if there are any questions.

The Sources and Uses provided used the latest Traffic & Revenue Study (T&R). A new T&R will not be provided until September. We are tracking actuals, as per the schedule below, which is showing revenues are coming in higher than the last T&R projected. As per the S&U provided, the additional revenue is still not sufficient to cover the costs of the facility. The Department continues to look at our ability to compensate for fire station costs incurred.

2021 New	Actual Annualized	Actual Thru Feb 2021
\$29,945,000	\$30,826,321	\$20,550,880

Robin M. Naitove, CPA Comptroller Florida Department of Transportation robin.naitove@dot.state.fl.us (850)414-4151 (850)528-8110 (C) DOTNet 880-4151 FAX (850)412-8019



How can we serve you better? Please provide your feedback at OOC.Feedback@dot.state.fl.us

## Ted A. Avellone

Assistant General Counsel Office of the General Counsel Florida Department of Transportation 605 Suwannee Street, MS 58 Tallahassee, FL 32399-0458 E-mail: ted.avellone@dot.state.fl.us

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Fiscal Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Sources:		LULI	LULL	LULJ	2024	2023	2020	2027	2020	2023	2050
Toll Revenue <sup>1</sup>	\$	29.945.000 \$	32,263,000 \$	35,796,000 \$	37,969,000 \$	39,904,000 \$	41,568,000 \$	43,082,000 \$	46,015,000 \$	47,512,000 \$	48,921,000
Total Sources	\$	29,945,000	\$32,263,000	\$35,796,000	\$37,969,000	\$39,904,000	\$41,568,000	\$43,082,000	\$46,015,000	\$47,512,000	\$48,921,000
	¥	23,510,000	<i>\$52,200,000</i>	<i>\$33,133,000</i>	<i>ç,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	<i>\$65,56 1,666</i>	\$12,000,000	¢ 10)002,000	<i>ϕ</i> 10,010,000	<i>ų ju</i> <u>1</u> ,000	<i>↓10,522,000</i>
Uses:											
Toll Operating <sup>2</sup>		(\$4,459,186)	(\$4,570,666)	(\$4,684,932)	(\$4,802,056)	(\$4,922,107)	(\$5,045,160)	(\$5,171,289)	(\$5,300,571)	(\$5,433,085)	(\$5,568,912)
District Operating <sup>2</sup>		(\$2,232)	(\$2,288)	(\$2,345)	(\$2,404)	(\$2,464)	(\$2,526)	(\$2,589)	(\$2,654)	(\$2,720)	(\$2,788)
FHP Operations <sup>3</sup>		(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)	(\$1,400,000)
Routine Maintenance <sup>2</sup>		(\$5,625,248)	(\$5,765,879)	(\$5,910,026)	(\$6,057,777)	(\$6,209,221)	(\$6,364,452)	(\$6,523,563)	(\$6,686,652)	(\$6,853,819)	(\$7,025,164)
Total O&M		(\$11,486,667)	(\$11,738,833)	(\$11,997,304)	(\$12,262,237)	(\$12,533,793)	(\$12,812,137)	(\$13,097,441)	(\$13,389,877)	(\$13,689,624)	(\$13,996,864)
4											
Debt Service <sup>4</sup>		(\$2,798,500)	(\$2,794,000)	(\$2,794,750)	(\$2,795,250)	(\$2,795,250)	(\$2,789,500)	(\$2,793,000)	\$0	\$0	\$0
Total P&I		(\$2,798,500)	(\$2,794,000)	(\$2,794,750)	(\$2,795,250)	(\$2,795,250)	(\$2,789,500)	(\$2,793,000)	\$0	\$0	\$0
Fire Station <sup>5</sup>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&R Fund Deposit <sup>6</sup>		(\$21,000,000)	(\$21,000,000)	(\$28,000,000)	(\$34,000,000)	(\$26,000,000)	(\$26,000,000)	(\$28,000,000)	(\$33,000,000)	(\$34,000,000)	(\$35,000,000)
Total other Uses (R&R Fund Deposit)		(\$21,000,000)	(\$21,000,000)	(\$28,000,000)	(\$34,000,000)	(\$26,000,000)	(\$26,000,000)	(\$28,000,000)	(\$33,000,000)	(\$34,000,000)	(\$35,000,000)
Sources Less Uses		(\$5,340,167)	(\$3,269,833)	(\$6,996,054)	(\$11,088,487)	(\$1,425,043)	(\$33,637)	(\$808,441)	(\$374,877)	(\$177,624)	(\$75,864)
R&R Fund Reserve at July 1		\$43,904,038	\$48,956,360	\$46,431,912	\$17,035,811	(\$11,142,358)	(\$22,634,153)	(\$3,882,330)	\$22,522,166	\$53,641,761	\$86,551,202
R&R Fund Deposit (Estimate less S&U)		\$15,659,833	\$17,730,167	\$21,003,946	\$22,911,513	\$24,574,957	\$25,966,363	\$27,191,559	\$32,625,123	\$33,822,376	\$34,924,136
Adjustment to R&R from PY Year-End R&E <sup>7</sup>		(\$4,668,285)									
Facility Cost <sup>8</sup>		(\$1,582,430)	(\$6,629,840)	(\$6,589,728)	(\$4,247,827)	(\$2,354,871)	(\$1,653,791)	(\$771,619)	(\$1,505,528)	(\$912,935)	(\$390,411)
Resurfacing <sup>9</sup>		(\$4,356,797)	(\$13,624,774)	(\$43,810,319)	(\$46,841,856)	(\$33,711,880)	(\$5,560,749)	(\$15,444)	\$0	\$0	\$0
Fire Station <sup>5</sup>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DSB Total		(\$5,939,227)	(\$20,254,615)	(\$50,400,046)	(\$51,089,683)	(\$36,066,752)	(\$7,214,540)	(\$787,063)	(\$1,505,528)	(\$912,935)	(\$390,411)
R&R Reserve at June 30 (Cumulative)	\$43,904,038	\$48,956,360	\$46,431,912	\$17,035,811	(\$11.142.358)	(\$22.634.153)	(\$3.882.330)	\$22,522,166	\$53,641,761	\$86,551,202	\$121,084,926

NOTES:

Based on Sources and Uses estimate as of 06.30.2020 for FY 2021 with the exception of an additional \$23.7 million resurfacing programmed as of 11/2020.

<sup>1</sup> Traffic & Revenues dated 8/2020.

<sup>2</sup> Toll Operating, District Operating and Routine Maintenance inflated at 2.5%.

<sup>3</sup> Per the Florida Turnpike Enterprise, the FHP Operations estimate is \$1.4 Million per year from FY 2021 to FY 2030. This amount is subtracted from the Toll Operating estimate.

<sup>4</sup> Debt Service Schedule from Alligator Alley Revenue Refunding Bonds 2017A Schedule. Initial bond issued Series 1997, refunded (refinanced) in 2007 and 2017.

Based on the deficit projections of the Facility, at this time the Facility does not have sufficient revenues to cover the \$1.4 M for operations of the Fire Station.

<sup>6</sup> Deposit is accumulated in the reserve to pay for current and future R&R improvements on Alligator Alley.

<sup>7</sup> At Year-End, Revenue & Estimate (R&E) Statement reflect post-balance adjustments to R&R.

<sup>8</sup> Facility costs consists of District, Non-Operating (equipment replacement) and ITS expenditures.

<sup>9</sup> Resurfacing project programmed as of 11/2020.

NOTE: Revenues goes to SBA which pays O&M, Debt Service, and R&R.

The remaining amount goes to STTF, which is used to pay for the Fire Station first and SFWMD second (assuming there are excess revenues).

Any excess revenue that can be transferred to SFWMD is transferred from the STTF to SFWMD by August 15th the following FY.

#### 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 <u>Morch</u>, 2020, 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, as subsequently amended, and operated pursuant to Chapter 191, Florida Statutes (hereinafter referred to as "Greater Naples").

#### **RECITALS:**

WHFREAS, 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, and 66 ("Fire Stations"), 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

1. TERM OF AGREEMENT/LEGISLATION: This Agreement shall commence on March 1, 2020 and will terminate on September 30, 2033, unless terminated in accordance with section 14) Greater Naples agrees to initiate legislation to expand the Greater Naples' boundaries to include the Ochopee Fire Control District ("consolidation") no later than the 2022 Florida legislative session.

1

2. FUNDING/TERMS OF PAYMENT: The County will continue to set the annual millage rate for the Ochopee Fire Control District at 4.0 mils. The County will pay Greater Naples in monthly installments the equivalent of the amount that is collected by the County from the Ochopee Fire Control District based on 4.0 mils being levied, 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 twotwelfths (2/12) of 95% of ad valorem proceeds budgeted to be collected within the Ochopee Fire Control District. Thereafter, beginning with the December posting and with the subsequent monthly postings, 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 equal to the ad valorem revenues posted to the County's accounting system less the amount paid. In no instance will the amount paid to Greater Naples exceed the amount equal to the ad valorem revenue posted in the County's accounting system for the Ochopee Fire Control District.

In addition, until consolidation, Collier County will pay in the first quarter of the fiscal year to Greater Naples for the term 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.

Upon successful enactment of state legislation allowing consolidation, 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 by the qualified electors within the Ochopee Fire Control District electors in favor of consolidation, the County will pay Greater Naples an additional 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 Fire Control District.

In the event of consolidation, the audited financial reserves associated with the Ochopee Fire Control District, 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 Control District.

Florida Department of Transportation ("FDOT") Station 63 Firefighter/Paramedic and Funding: In accordance with the FDOT agreement for funding Station 63 (Alligator Alley) attached as Exhibit B, Collier County will provide one firefighter paramedic to staff Station 63 twenty-four (24) hours, seven (7) days a week. Collier County will invoice Greater Naples for the salary and benefits, which shall not exceed 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 Florida Legislature to establish permanent funding for said station.

3. SERVICE LEVEL: 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. Greater Naples strives to meet a standard of three (3) personnel per station. All decisions on staffing and equipment will be made by Greater Naples. This Agreement does not alter any Mutual Aid or closest unit response agreements 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 two Fire Stations (Everglades City #60 and Port of the Isles #61), which shall at all times remain open, operational, and fully staffed with no "brown out" shifts.
- Marine capability as provided on the date of this Agreement.
- 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 Fire Control District 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 Fire Control District 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, Florida Statutes. Collier County agrees to comply, at its own expense, with the Florida Public Records Law, Chapter 119, Florida Statutes.

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 and 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 consolidation, the County will re-hire any employees previously employed by the County at the Ochopee Fire Control 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 was 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 facilities, supplies, vehicles and equipment listed in the Inventory Report, attached as Exhibit A, will remain the property of the County except as provided for below Until consolidation, 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. Ownership of said vehicles will be assigned to the responsible agency as identified in the Agreement with FDOT in perpetuity.

In the event of a consolidation, all assets listed in the Inventory Report shall become the property of Greater Naples and the County shall execute all necessary documents to ensure the timely transfer to 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 Control District 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 in accordance with a separate agreement upon agreement between the Chiefs.

b) Until consolidation, the County shall conduct a biennial physical and/or mechanical inspection, to commence from the effective date of this Agreement to ensure that the assets on the Inventory Report 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.

Until Consolidation, Greater Naples shall report any accident of a vehicle listed on the Inventory Report. or significant Building damage to the County.

9. **RETURN OF VEHICLE:** If termination of this Agreement occurs without consolidation, 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 and Fire Stations 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 thirty (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, until consolidation is complete.

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 at the Fire Stations.

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 forty-five (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 twentyfour (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 *Section 768.28 Florida Statutes*, 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.

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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. Greater Naples 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 a joint meeting of the Board of County Commissioners and Board of Fire Commissioners for a duly noticed public hearing. Should the matter not be resolved to both parties' 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: The parties agree that Greater Naples would not pursue the consolidation of the Ochopee Fire Control District into Greater Naples without the funding that is provided for in Sections 2 and 15 and a termination of the Agreement after the consolidation but prior to the expiration of the Agreement would cause harm to Greater Naples. Either party may terminate this Agreement on ninety (90) day's written notice to the other party except that this Agreement may not be terminated upon Greater Naples submitting a proposed local bill to the Collier County Legislative Delegation that proposes to expand Greater Naples' boundaries to include the Ochopee Fire Control District until the qualified electors of the Ochopee Fire Control District disapprove the consolidation, and if the qualified electors of the Ochopee Fire Control District approve the consolidation, this Agreement may not be terminated.

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 Section 2 above.

POST CONSOLIDATION PAYMENT: Based on the annual millage rate for 15. the Ochopee Fire Control District at 4.0 mils, the generated revenue is \$1,202,543 in taxes in the current tax year. Collier County supplemented this revenue in the sum of \$565,100 resulting in Greater Naples receiving a total of \$1,768,000 to operate the Ochopee Fire Control District in FY 19. Upon consolidation, the County will pay Greater Naples in the first quarter of each fiscal year for ten (10) years to supplement the actual taxes generated by the area formerly known as the Ochopee Fire Control District in an amount necessary to ensure that Greater Naples receives a total of \$1,768,000 to provide services within such area ("Supplemental Payment"). Following consolidation, it is expected that the area formerly known as the Ochopee Fire Control District will generate more revenue than it currently generates and the Supplemental Payment will correspondently decrease. Should the actual taxes generated in the area formerly known as the Ochopee Fire Control District decrease, the Supplemental Payment will correspondently go up; however, in no event will the Supplemental Payment exceed \$640,000. Put another way, the County's payment liability under this section 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 following consolidation.

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#### **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

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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.

25. 1.117. ATTEST CRYSTAL KINSE By: Clerk signature only

BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA

Bv:

Burt L. Saunders, CHAIRMAN

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WITNESSES:

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Signature Mara DISHO Printed Name Signature Shuth ۸. PrintenName

**GREATER NAPLES FIRE RESCUE DISTRICT** By:

Jen A. CHAIRMAN

Approved as to form and legality: V Jeffrey A. Klatzkow County Aftorney

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