

Iona McGregor Fire District Board of Fire Commissioners Agenda
February 17, 2021
6:00 PM

Meeting call to order

Roll Call of Commissioners

Opening Prayer and Pledge of Allegiance

Amendments to the Meeting Agenda

Public Input on Business Agenda Items

Business Agenda Items (Agenda Items Requiring Action)

- 1) Meeting Minutes – January 20, 2021
- 2) Financial Report – January 2021
- 3) Employment Agreement
- 4) Surplus Items
- 5) Marine 70 Replacement Engines
- 6) Executive Report
- 7) Attorney Report
- 8) DVP Reports – Districts 7 & 25

Public Input on Non-Business Agenda Items

Commissioner Comments

Adjournment

Iona McGregor Fire District Board of Fire Commissioners
January 20, 2021
6:00 PM

Meeting called to order at 6:00 p.m.

Roll Call of Commissioners –

Present: Chair Andersen, Vice Chair Barbosa, Secretary Langford, Treasurer Louwers, Commissioner Walker

Opening Prayer and Pledge of Allegiance observed

Amendments to the Meeting Agenda – none

Public Input on Business Agenda Items – none

Business Agenda Items (Agenda Items Requiring Action)

1) Meeting Minutes – December 16, 2020

Chair Andersen stated the minutes were distributed prior to the meeting and if there were no questions, he would entertain a motion to approve. **Motion** (5762) to adopt minutes of December 16, 2020 made by Commissioner Barbosa, second Commissioner Langford... carried.

2) Financial Report – December 2020

CFO Winzenread noted the report was presented prior to the meeting and he will entertain questions. Commissioner Walker questioned the received revenue of 87.76 % received to date; is this the norm? CFO Winzenread informed that we are actually a little ahead on collections. Following brief review, **motion** (5763) to adopt Financial reports of December 2020 made by Commissioner Langford, second Commissioner Louwers... carried.

3) Surplus Items

A surplus item list for consideration was previously presented. The items are Sonicwall Computer TZ 400 Firewall for stations 71, 72, 73, 74, and 75; Panasonic CF-20 Mobile Data Computer S/N's 7HСКА49373, 7HСКА48397, 7HСКА48388, 7HСКА48401, 7HСКА48376, 7HСКА48406, 7HСКА48378, and 7HСКА48400; Hoshizaki Ice Machine from station 75. Commissioner Louwers questioned if sensitive information contained on computers being deemed surplus. DC Hernden assured that we will take steps to properly dispose of hard drives. **Motion** (5764) to deem presented items surplus and authorize Chief to dispose of in accordance with FS 274.06 made by Commissioner Louwers, second Commissioner Langford... carried

4) Executive Report

Chief noted the report was previously submitted and he is available for questions. Chief then informed Board that we are in the final stages of year-end review with a few editing pieces yet to be completed. It is intended to be shown next month and then publish on website and Facebook. Commissioner Walker questioned the filling of vacancies and the process used. Chief responded to query by detailing the current process being utilized, and the usage of hiring lists. Following Commissioner Walker's inquiries, a **motion** (5765) to accept Executive Report of December 16, 2020 made by Commissioner Walker, second Commissioner Barbosa... carried.

Iona McGregor Fire District Board of Fire Commissioners
January 20, 2021
6:00 PM

5) Attorney Report

Update on negotiation process with Assistant Chief Comer with his filling of Chief's position upon Chief Howard's retirement. Working on process and submitted draft and provided updated draft and suggest that item be placed on February meeting agenda, and each commissioner contact Mr. Pringle individually with questions or concerns.

Motion (5766) was made by Commissioner Andersen, second offered by Commissioner Langford to accept the attorney report... carried.

6) DVP Reports – Districts 7 & 25

Neither DVP had anything contained in their submitted reports.

Public Input on Non-Business Agenda Items – none

Commissioner Comments – none

Adjournment

Meeting to adjourn made by Commissioner Walker, second Commissioner Langford... carried.

Meeting adjourned at 6:22 p.m.

Approved by: _____

Print Name: _____

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
SUMMARY STATEMENT OF ACTIVITIES - GENERAL FUND
For the Three Months Ended December 31, 2020 (Unaudited)

Revenues	Amended	Actual	Variance	
	Budget		\$	%
Cash Carry Forward	\$ 10,076,867			
Ad valorem taxes	20,049,066	\$ 17,430,945	\$ (2,618,121)	86.94%
Permits, Fees & Special Assessments	95,000	-	(95,000)	0.00%
Intergovernmental	59,760	-	(59,760)	0.00%
Charges for services	51,000	16,286	(34,714)	31.93%
Interest Check/Demand Accounts	50,000	8,471	(41,529)	16.94%
Miscellaneous	54,122	44,930	(9,192)	83.02%
Proceeds from debt	-	-	-	N/A
Total Revenues	20,358,948	17,500,632	(2,858,316)	85.96%
 Total revenues and cash carry forward	 <u>30,435,815</u>			
Expenditures				
Personnel services				
Salaries	10,814,942	2,158,650	8,656,292	19.96%
Benefits	5,852,730	1,087,487	4,765,243	18.58%
Operating Expenditures				
Professional and contractual	848,093	412,629	435,464	48.65%
Travel	107,395	-	107,395	0.00%
Communications & freight	146,225	27,460	118,765	18.78%
Utilities, equipment rental, and insurance	282,478	95,157	187,321	33.69%
Repairs and maintenance	758,015	72,431	685,584	9.56%
Operational, small tools and equipment	427,225	118,480	308,745	27.73%
Fuel, supplies, and administrative	424,994	153,856	271,138	36.20%
Education and training	128,625	8,613	120,012	6.70%
Capital expenditures	1,427,000	31,092	1,395,908	2.18%
Debt service	100,045	25,011	75,034	25.00%
Total Expenditures	21,317,767	4,190,866	17,126,901	19.66%
Revenues over/(under) expenditures	<u>(958,819)</u>	<u>\$ 13,309,766</u>	<u>\$ 14,268,585</u>	
Fund Balance/Cash Carry Forward	<u>9,118,048</u>			
Total expenditures and reserves	<u>\$ 30,435,815</u>			

	DECEMBER	NOVEMBER
Cash Balances		
BankUnited - Operating	\$ 1,213,816	\$ 5,306,940
Petty Cash	-	-
	<u>1,213,816</u>	<u>5,306,940</u>
Investments		
General - SBA - Fund A	4,927,556	5,426,797
BankUnited Money Market	<u>17,341,670</u>	<u>2,013,193</u>
	<u>22,269,225</u>	<u>7,439,991</u>
Total Cash and Investments	<u>\$ 23,483,041</u>	<u>\$ 12,746,930</u>

Submitted for approval on January 20, 2021

Approved By: 
 (Signature)

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Iona McGregor Fire District
Financial Report
02/17/2021

<u><i>Included Reports (unaudited)</i></u>	<u><i>Page(s)</i></u>
Financial Report Notes	1
Balance Sheet as of January 31, 2021	2
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**IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
FINANCIAL REPORT NOTES
BALANCE SHEET AND STATEMENTS OF REVENUES AND EXPENDITURES
(UNAUDITED)
For the Four Months Ended January 31, 2021**

Notable items on the Balance Sheet:

Cash and Investments

The rates of return on invested surplus funds for the month of January are as follows:

- 0.17% - SBA (Florida PRIME Local Government Investment Pool)
- 0.50% - BankUnited Money Market

Liabilities

Liabilities totaling \$27,035 consist of trade accounts payable and amounts withheld from employees' pay for required retirement contributions.

Notable items on the Statements of Revenues and Expenditures:

Revenues

- Received approximately \$641,000 in ad valorem tax revenues during the month of January. To date we have received approximately 91% of the annual budgeted total.
- Received 1st quarter impact fees totaling \$18,819.
- Inspection fees totaled \$4,400 for the month of January.
- Interest on invested surplus funds totaled \$7,943 for the month of January.
- Miscellaneous revenue totaling \$10,417 consists of workers' compensation benefit payments received in January.

Expenditures

- 3 Registrations for Boat Operator Search and Rescue course - \$5,400
- Repairs to Engine 75 (Turbocharger, EGR valve, Fire Pump valves) - \$10,312
- Semi-annual employee uniform order - \$11,308
- 2021 VEBA contribution - \$508,822

Total expenditures reflect 30.07% of budget and are within expected ranges.

IONA MCGREGOR FIRE DISTRICT (IMF)

ASSETS

CASH

Operating Account - BankUnited

\$ 1,140,612.85

Total CASH:

1,140,612.85

INVESTMENTS

Investments - SBA

3,428,095.40

Money Market - BankUnited

17,349,019.10

Total INVESTMENTS:

20,777,114.50

Total ASSETS:

\$ 21,917,727.35

LIABILITIES

LIABILITIES AND OTHER CREDITS

Accounts Payable

4,247.43

Total LIABILITIES AND OTHER CREDITS:

4,247.43

ACCRUED EXPENSES

FRS - Employee Contribution - ADMIN

4,003.34

FRS - Employee Contribution - OPS

19,018.35

Employee Garnishment

(233.70)

Total ACCRUED EXPENSES:

22,787.99

Total LIABILITIES:

27,035.42

EQUITY

Prior Year Revenues Over/(Under) Expenditures

391,871.88

Retained Earnings-Current Year

11,753,992.13

Fund Balance

9,744,827.92

Total EQUITY:

21,890,691.93

Total LIABILITIES & EQUITY:

\$ 21,917,727.35

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
SUMMARY STATEMENT OF ACTIVITIES - GENERAL FUND
For the Four Months Ended January 31, 2021 (Unaudited)

Revenues	Amended	Actual	Variance	
	Budget		\$	%
Cash Carry Forward	\$ 10,076,867			
Ad valorem taxes	20,049,066	\$ 18,052,465	\$ (1,996,601)	90.04%
Permits, Fees & Special Assessments	95,000	18,819	(76,181)	19.81%
Intergovernmental	59,760	-	(59,760)	0.00%
Charges for services	51,000	20,746	(30,254)	40.68%
Interest Check/Demand Accounts	50,000	16,382	(33,618)	32.76%
Miscellaneous	54,122	55,347	1,225	102.26%
Proceeds from debt	-	-	-	N/A
Total Revenues	20,358,948	18,163,760	(2,195,188)	89.22%
Total revenues and cash carry forward	<u>30,435,815</u>			
Expenditures				
Personnel services				
Salaries	10,814,942	3,277,576	7,537,366	30.31%
Benefits	5,852,730	2,040,020	3,812,710	34.86%
Operating Expenditures				
Professional and contractual	848,093	449,520	398,573	53.00%
Travel	107,395	2	107,393	0.00%
Communications & freight	146,225	36,385	109,840	24.88%
Utilities, equipment rental, and insurance	282,478	121,573	160,905	43.04%
Repairs and maintenance	758,015	100,135	657,880	13.21%
Operational, small tools and equipment	427,225	143,832	283,393	33.67%
Fuel, supplies, and administrative	424,994	163,907	261,087	38.57%
Education and training	128,625	20,714	107,911	16.10%
Capital expenditures	1,427,000	31,092	1,395,908	2.18%
Debt service	<u>100,045</u>	<u>25,011</u>	<u>75,034</u>	25.00%
Total Expenditures	21,317,767	6,409,767	14,908,000	30.07%
Revenues over/(under) expenditures	<u>(958,819)</u>	<u>\$ 11,753,992</u>	<u>\$ 12,712,811</u>	
Fund Balance/Cash Carry Forward	<u>9,118,048</u>			
Total expenditures and reserves	<u>\$ 30,435,815</u>			
		<u>JANUARY</u>	<u>DECEMBER</u>	
Cash Balances				
BankUnited - Operating		\$ 1,140,613	\$ 1,213,816	
Petty Cash		-	-	
		<u>1,140,613</u>	<u>1,213,816</u>	
Investments				
General - SBA - Fund A		3,428,095	4,927,556	
BankUnited Money Market		<u>17,349,019</u>	<u>17,341,670</u>	
		<u>20,777,115</u>	<u>22,269,225</u>	
Total Cash and Investments		<u>\$ 21,917,727</u>	<u>\$ 23,483,041</u>	

Submitted for approval on February 17, 2021

Approved By: _____
 (Signature)

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
DETAILED STATEMENT OF ACTIVITIES - GENERAL FUND
For the Four Months Ended January 31, 2021 (Unaudited)

	ORIGINAL BUDGET	ACTUAL	VARIANCE	
			\$	%
REVENUES				
Cash Carry Forward	\$ 10,076,867			
Ad Valorem Taxes	20,691,066	\$ 18,798,616	\$ (1,892,450)	90.85%
Excess fees	140,000	-	(140,000)	0.00%
Penalties	19,000	14,504	(4,496)	76.34%
Discounts	(755,000)	(742,714)	12,286	98.37%
Refunds Deducted	(50,000)	(19,193)	30,807	38.39%
Ad Valorem Taxes Prior Years	4,000	1,252	(2,748)	31.31%
Impact Fees	95,000	18,819	(76,181)	19.81%
FEMA Revenue	-	-	-	N/A
State Firefighter Supplemental	59,760	-	(59,760)	0.00%
Grant Revenue	-	-	-	N/A
Inspection Fees	50,000	20,296	(29,704)	40.59%
CPR - Books & Masks	1,000	450	(550)	45.00%
Interest Check/Demand Accounts	50,000	16,382	(33,618)	32.76%
Rents	34,122	17,402	(16,720)	51.00%
Sale of Equipment	15,000	-	(15,000)	0.00%
Contributions	5,000	-	(5,000)	0.00%
Miscellaneous	-	37,945	37,945	N/A
Proceeds from Debt	-	-	-	N/A
Total Revenues	20,358,948	18,163,760	(2,195,188)	89.22%
Total Revenues and Cash Carry Forward	30,435,815			
EXPENDITURES				
Personnel Services				
Salaries - Commissioners	30,000	10,000	20,000	33.33%
Salaries - ADM	1,814,195	532,003	1,282,192	29.32%
Salaries - OPS	7,131,726	2,044,258	5,087,468	28.66%
Salaries - FLSA	557,356	161,018	396,338	28.89%
Salaries - Sick Pay - ADM	104,666	-	104,666	0.00%
Salaries - Sick Pay - OPS	264,409	-	264,409	0.00%
Salaries - Holiday Pay	137,419	38,929	98,490	28.33%
Salaries - Out of Class Pay	45,000	8,141	36,859	18.09%
Salaries - One Time Payouts - ADM	23,908	-	23,908	0.00%
Salaries - One Time Payouts - OPS	93,873	21,449	72,424	22.85%
Salaries - Clothing and Uniform Allowance	3,200	-	3,200	0.00%
Salaries - Ins Deductible & Subsidy- ADM	3,240	973	2,267	30.03%
Salaries - Ins Deductible & Subsidy- OPS	39,703	12,321	27,382	31.03%
Salaries - Phone Allowance	12,000	4,000	8,000	33.33%
Salaries - ER H.S.A Contribution - ADM	46,500	46,500	-	100.00%
Salaries - ER H.S.A. Contribution - OPS	235,500	236,000	(500)	100.21%
Salaries - Overtime Staffing - ADM	7,892	304	7,588	3.86%
Salaries - Overtime Staffing - OPS	122,170	126,930	(4,760)	103.90%
Salaries - Overtime Training - OPS	82,425	10,233	72,192	12.42%
Salaries - Overtime USAR/Strike Teams - ADM	-	-	-	N/A
Salaries - Overtime USAR/Strike Teams - OPS	-	4,250	(4,250)	N/A
Salaries - State Education ADM	16,440	5,480	10,960	33.33%
Salaries - State Education OPS	43,320	14,786	28,534	34.13%
Social Security Taxes - ADM/Commissioners	110,243	23,657	86,586	21.46%
Social Security Taxes - OPS	521,288	145,974	375,314	28.00%
Medicare Taxes - ADM/Commissioners	29,083	8,020	21,063	27.58%
Medicare Taxes - OPS	122,687	34,831	87,856	28.39%
Retirement - ADM	353,291	75,692	277,599	21.42%
Retirement - OPS	1,968,831	416,885	1,551,946	21.17%
Veba Plan Contribution - ADM	93,574	93,304	270	99.71%
Veba Plan Contribution - OPS	422,991	415,518	7,473	98.23%
Health Insurance - ADM	683,547	227,851	455,696	33.33%
Health Insurance - OPS	1,411,986	468,859	943,127	33.21%
Health Insurance - Admin Contribution	(15,286)	(5,008)	(10,278)	32.76%
Health Insurance - OPS Contribution	(82,599)	(27,248)	(55,351)	32.99%
Health Insurance - Retiree Contribution	(429,777)	(143,245)	(286,532)	33.33%
Employee Insurance - Other - ADM	86,546	31,146	55,400	35.99%
Employee Insurance - Other - OPS	264,698	92,470	172,228	34.93%
Workers Compensation Insurance - ADM	42,167	24,478	17,689	58.05%
Workers Compensation Insurance - OPS	269,460	156,838	112,622	58.20%
Total Personnel Services	16,667,672	5,317,596	11,350,076	31.90%

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
DETAILED STATEMENT OF ACTIVITIES - GENERAL FUND
For the Four Months Ended January 31, 2021 (Unaudited)

	ORIGINAL BUDGET	ACTUAL	VARIANCE	
			\$	%
Operating Expenditures				
Legal	60,000	-	60,000	0.00%
Computer Support Services	35,000	11,316	23,684	32.33%
Other Professional	125,550	15,573	109,977	12.40%
Audit and Accounting	36,000	1,000	35,000	2.78%
Tax Collector's Commission	404,000	362,637	41,363	89.76%
Property Appraiser's Commission	138,083	49,974	88,109	36.19%
Custodial & Janitorial Services	35,460	5,788	29,672	16.32%
Other Services - MVR Review	14,000	3,231	10,769	23.08%
Travel and Per Diem	107,395	2	107,393	0.00%
Telephones	90,000	29,157	60,843	32.40%
Wireless User Fee	54,025	6,645	47,380	12.30%
Freight & Postage	2,200	583	1,617	26.51%
Water	13,300	3,888	9,412	29.23%
Electricity	58,425	13,617	44,808	23.31%
Cable Television	3,787	1,224	2,563	32.31%
Garbage	12,625	4,092	8,533	32.41%
Propane	7,710	3,484	4,226	45.19%
Equipment Rentals & Leases	46,631	14,870	31,761	31.89%
Insurance	140,000	80,399	59,601	57.43%
Equipment Maintenance	175,900	11,394	164,506	6.48%
Building Maintenance	404,523	34,152	370,372	8.44%
Vehicle Maintenance	177,592	54,589	123,003	30.74%
Promotional Activities	33,200	7,724	25,476	23.27%
Promotional Activities - ADM	5,000	2,924	2,076	58.49%
Small Tools & Equipment	137,615	70,089	67,526	50.93%
Turnout Gear	108,010	45,001	63,009	41.66%
Annual Medical Exams/Wellness	50,000	325	49,675	0.65%
Legal Advertising	2,000	-	2,000	0.00%
Hiring Costs	19,500	300	19,200	1.54%
Uniforms	63,900	16,192	47,708	25.34%
Office Supplies	8,000	1,276	6,724	15.95%
Fuel	65,000	16,807	48,193	25.86%
Janitorial Supplies	27,600	7,887	19,713	28.58%
Medical Supplies	84,525	22,923	61,602	27.12%
Other Operating Supplies	87,780	22,009	65,771	25.07%
Memberships, Publications & Subscriptions	160,089	94,280	65,809	58.89%
Educational Reimbursement	50,920	7,952	42,968	15.62%
Training	77,705	12,762	64,943	16.42%
Total Operating	<u>3,123,050</u>	<u>1,036,068</u>	<u>2,086,982</u>	33.17%
Capital Outlay				
Buildings	-	-	-	N/A
Equipment	97,000	-	97,000	0.00%
Vehicles	1,330,000	31,092	1,298,908	2.34%
Total Capital Outlay	<u>1,427,000</u>	<u>31,092</u>	<u>1,395,908</u>	2.18%
Debt Service				
Principal	97,686	24,263	73,423	24.84%
Interest	2,359	749	1,610	31.73%
Total Debt Service	<u>100,045</u>	<u>25,011</u>	<u>75,034</u>	25.00%
Total Expenditures	<u>21,317,767</u>	<u>6,409,767</u>	<u>14,908,000</u>	30.07%
Revenues over Expenditures		<u>\$ 11,753,992</u>		
Reserves				
Assigned:				
Operating Expenditures Oct - Dec	4,904,550			
Hurricane/Disaster	2,452,275			
Capital (Facilities, Apparatus, Equipment)	1,250,000			
Health Insurance (Level Funding Reserve)	500,000			
Unassigned:				
General Operating	11,223			
Total Reserves	<u>9,118,048</u>			
Total Expenditures and Reserves	<u>\$ 30,435,815</u>			

IONA MCGREGOR FIRE DISTRICT
2020 - 2021 FISCAL YEAR
Ad Valorem Tax Revenues to Date

[illegible]

* Note - The "other" column includes prior year taxes, penalties, refunds, corrections, interest and other costs.

CURRENT AND LAST 5 FISCAL YEARS COLLECTION ANALYSIS
As of January 31, of each year

Fiscal Year		Revenue	Discounts	Commissions
2021				
	Budget	20,664,066	755,000	404,000
	Actual	18,795,180	742,714	362,637
		90.96%	98.37%	89.76%
2020				
	Budget	20,485,690	742,500	400,500
	Actual	18,357,936	724,296	354,116
		89.61%	97.55%	88.42%
2019				
	Budget	20,352,023	732,000	395,000
	Actual	17,958,295	708,088	346,536
		88.24%	96.73%	87.73%
2018				
	Budget	19,193,971	690,000	383,000
	Actual	16,785,828	663,759	324,623
		87.45%	96.20%	84.76%
2017				
	Budget	18,354,838	645,000	359,000
	Actual	16,215,496	641,081	313,414
		88.34%	99.39%	87.30%
2016				
	Budget	17,185,982	600,000	335,000
	Actual	15,149,286	597,019	292,424
		88.15%	99.50%	87.29%

Check History Report
Sorted By Check Number
Activity From: 1/1/2021 to 1/31/2021

IONA MCGREGOR FIRE DISTRICT (IMF)

Bank Code: B BANKUNITED - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
020409	1/6/2021	BENNETT	BENNETT FIRE PRODUCTS CO, INC	427.00	Auto
020410	1/6/2021	BURKE	BURKE, BOGART & BROWNELL, INC.	1,016.00	Auto
020411	1/6/2021	CRISMAN	BRIAN CRISMAN	1,276.08	Auto
020412	1/6/2021	CRS	CRS TECHNOLOGY	2,400.00	Auto
020413	1/6/2021	CRYSTAL	CRYSTAL SPRINGS	8.99	Auto
020414	1/6/2021	EAGLE	EAGLE ENGRAVING. INC.	274.40	Auto
020415	1/6/2021	FILIPAN	DIANA HERNDEN	1,125.14	Auto
020416	1/6/2021	FPL5324	FL POWER & LIGHT CO.	426.28	Auto
020417	1/6/2021	GROUND	GROUND EFFECTS	1,075.00	Auto
020418	1/6/2021	JANPRO	JAN-PRO CLEANING SYSTEMS OF SWFL	2,140.00	Auto
020419	1/6/2021	LEESAR	LEESAR INC	10.75	Auto
020420	1/6/2021	LMHS	LEE MEMORIAL HEALTH SYSTEM	130.00	Auto
020421	1/6/2021	MARCADI	MARCADIS SINGER, PA TRUST ACCOUNT	233.70	Auto
020422	1/6/2021	MCKESS	McKESSON MEDICAL SURGICAL	48.52	Auto
020423	1/6/2021	NAFECO	NAFECO	55.00	Auto
020424	1/6/2021	NASBLA	NAT'L ASSOC OF STATE BOATING LAW ADMINISTRATORS	5,400.00	Auto
020425	1/6/2021	OFFPRID	OFFICE PRIDE COMMERCIAL CLEANING SVCS	1,011.83	Auto
020426	1/6/2021	OVERHEA	OVERHEAD DOOR CO OF FORT MYERS	853.98	Auto
020427	1/6/2021	RICOH	RICOH USA, INC.	55.51	Auto
020428	1/6/2021	TEN8	TEN-8 FIRE EQUIPMENT, INC.	1,863.95	Auto
020429	1/6/2021	VFIS	VFIS	9,531.00	Auto
020430	1/15/2021	AD	ADVANCED DISPOSAL-FT MYERS	931.65	Auto
020431	1/15/2021	AIRGAS	AIRGAS	241.34	Auto
020432	1/15/2021	ALLPHAS	ALL PHASE ELECTRIC SVC OF FL INC	2,703.75	Auto
020433	1/15/2021	AMERI72	AMERIGAS - 5329	1,688.25	Auto
020434	1/15/2021	CINTAS	CINTAS CORPORATION #294	92.32	Auto
020435	1/15/2021	CORPORA	CORPORATE BILLING, INC	452.90	Auto
020436	1/15/2021	EAGLE	EAGLE ENGRAVING. INC.	424.00	Auto
020437	1/15/2021	FFS	FLORIDA FIRE SYSTEMS, LLC	1,680.00	Auto
020438	1/15/2021	FPL8590	FL POWER & LIGHT CO.	377.66	Auto
020439	1/15/2021	GAVINS	GAVIN'S ACE HARDWARE	216.17	Auto
020440	1/15/2021	LEE DOT	LEE COUNTY BOCC	3,206.97	Auto
020441	1/15/2021	LONGSWO	LONGSWORTH COMFORT AIR LLC	289.00	Auto
020442	1/15/2021	LOWES	LOWE'S	296.75	Auto
020443	1/15/2021	MARCADI	MARCADIS SINGER, PA TRUST ACCOUNT	233.70	Auto
020444	1/15/2021	MARION	MARION TECHNICAL COLLEGE	2,250.00	Auto
020445	1/15/2021	NAFECO	NAFECO	11,307.98	Auto
020446	1/15/2021	PGIT	PREFERRED GOVERNMENTAL INS TRUST	25,879.33	Auto
020447	1/15/2021	PRINGLE	RICHARD W. PRINGLE, P.A.	4,918.05	Auto
020448	1/15/2021	PRO AM	PRO-AM SAFETY, INC.	104.00	Auto
020449	1/15/2021	PROCHIL	DOMENICO PROCHIL	150.00	Auto
020450	1/15/2021	SOUTH	SOUTH FL EMERGENCY VEHICLES	11,680.16	Auto
020451	1/15/2021	STREAM	STREAMLIGHT, INC.	59.14	Auto
020452	1/15/2021	TEN8	TEN-8 FIRE EQUIPMENT, INC.	2,273.21	Auto
020453	1/15/2021	VALVO	SUNSHINE LUBES LLC	106.20	Auto
020454	1/15/2021	VFIS	VFIS	9,531.00	Auto
020455	1/22/2021	AMERI71	AMERIGAS - 5329	387.51	Auto
020456	1/22/2021	AMERI73	AMERIGAS - 5329	392.61	Auto
020457	1/22/2021	AMERI74	AMERIGAS - 5329	665.15	Auto
020458	1/22/2021	BENNETT	BENNETT FIRE PRODUCTS CO, INC	427.00	Auto
020459	1/22/2021	BLANDON	DANIEL BLANDON	200.00	Auto
020460	1/22/2021	BOCC	LEE COUNTY BOCC	7,003.67	Auto
020461	1/22/2021	COMPRES	COMPRESSED AIR SUPPLIES & EQUIPMENT, INC	781.50	Auto
020462	1/22/2021	CORPORA	CORPORATE BILLING, INC	526.49	Auto

Run Date: 2/10/2021 2:41:34PM

A/P Date: 2/10/2021

Page: 1

User Logon: MLW

Check History Report
Sorted By Check Number
Activity From: 1/1/2021 to 1/31/2021

IONA MCGREGOR FIRE DISTRICT (IMF)

Bank Code: B BANKUNITED - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
020463	1/22/2021	FNG	FLORIDA NATURAL GAS	53.28	Auto
020464	1/22/2021	FYRFYTR	FYR-FYTER, INC.	25.00	Auto
020465	1/22/2021	GRALEY	GRALEY MECHANICAL, INC.	150.00	Auto
020466	1/22/2021	GUZMANR	REBECCA GUZMAN	65.00	Auto
020467	1/22/2021	LEESAR	LEESAR INC	1,178.81	Auto
020468	1/22/2021	LONGSWO	LONGSWORTH COMFORT AIR LLC	239.00	Auto
020469	1/22/2021	MARINE	MARINEMAX	206.67	Auto
020470	1/22/2021	MES	MUNICIPAL EMERGENCY SVCS, INC.	1,129.07	Auto
020471	1/22/2021	NAFECO	NAFECO	317.50	Auto
020472	1/22/2021	OFFICE	OFFICE DEPOT BUSINESS ACCOUNT	337.84	Auto
020473	1/22/2021	RICOH	RICOH USA, INC.	420.36	Auto
020474	1/22/2021	RYAN	RYAN PETROLEUM	2,402.23	Auto
020475	1/22/2021	SOUTH	SOUTH FL EMERGENCY VEHICLES	194.22	Auto
020476	1/22/2021	SWPOLY	SW FL POLYGRAPH & BACKGROUND	299.98	Auto
020477	1/22/2021	TEN8	TEN-8 FIRE EQUIPMENT, INC.	1,030.09	Auto
020478	1/22/2021	THOMREU	THOMSON REUTERS TAX & ACCTG - CHECKPOINT	359.00	Auto
020479	1/22/2021	VFIS	VFIS	324.00	Auto
020480	1/29/2021	APPLIAN	APPLIANCE SERVICES & A/C COMPANY INC	277.80	Auto
020481	1/29/2021	CINTAS	CINTAS CORPORATION #294	92.32	Auto
020482	1/29/2021	COOPER	GARY COOPER	400.00	Auto
020483	1/29/2021	CORPORA	CORPORATE BILLING, INC	921.40	Auto
020484	1/29/2021	CROWN	CROWN INFORMATION MANAGEMENT	25.00	Auto
020485	1/29/2021	D&DBUSH	D & D BUSH HOG SERVICES, INC.	375.00	Auto
020486	1/29/2021	FPL0598	FL POWER & LIGHT CO.	1,041.33	Auto
020487	1/29/2021	FPL3327	FL POWER & LIGHT CO.	18.15	Auto
020488	1/29/2021	INSIGHT	INSIGHT PUBLIC SECTOR	3,779.70	Auto
020489	1/29/2021	LOWES	LOWE'S	428.48	Auto
020490	1/29/2021	LWS	LIGHTNING WIRELESS SOL, INC	915.00	Auto
020491	1/29/2021	MARCADI	MARCADIS SINGER, PA TRUST ACCOUNT	233.70	Auto
020492	1/29/2021	NAFECO	NAFECO	2,243.63	Auto
020493	1/29/2021	PAPYRUS	PAPYRUS DOCUMENT & DESIGN, LLC	180.00	Auto
020494	1/29/2021	PRINCIP	PRINCIPAL LIFE INSURANCE CO	15,357.79	Auto
020495	1/29/2021	STAND	STANDARD INSURANCE CO.	12,981.52	Auto
020496	1/29/2021	SWSAC	SOUTHWEST SPECIALTY ADV INC.	16.00	Auto
W00513	1/11/2021	UHC	UNITED HEALTHCARE INS. CO.	174,294.21	Wire Transfer
W00514	1/6/2021	NEWS	NEWS-PRESS MEDIA GROUP	319.08	Wire Transfer
W00515	1/10/2021	CABLE1	COMCAST CABLEVISION	30.00	Wire Transfer
W00516	1/10/2021	CABLE2	COMCAST CABLEVISION	67.50	Wire Transfer
W00517	1/10/2021	CABLE3	COMCAST CABLEVISION	45.00	Wire Transfer
W00518	1/10/2021	CABLE4	COMCAST CABLEVISION	105.00	Wire Transfer
W00519	1/5/2021	CABLE5	COMCAST CABLEVISION	74.88	Wire Transfer
W00520	1/6/2021	IMRINST	IONA MCGREGOR RETIREE INS TRUS	508,822.00	Wire Transfer
W00521	1/19/2021	T3	T3 COMMUNICATIONS, INC.	7,186.90	Wire Transfer
W00522	1/19/2021	LCU	LEE COUNTY UTILITIES	888.05	Wire Transfer
W00523	1/20/2021	ENTERPR	ENTERPRISE FM TRUST	3,142.18	Wire Transfer
W00524	1/23/2021	PITNEYB	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	159.00	Wire Transfer
W00525	1/25/2021	VERIZON	VERIZON	1,613.70	Wire Transfer
W00526	1/25/2021	MICROSO	MICROSOFT CORPORATION	1,180.00	Wire Transfer
W00527	1/27/2021	COLLIFE	COLONIAL LIFE PREMIUM PROCESSING	4,110.14	Wire Transfer
W00528	1/29/2021	TECO	TECO	59.94	Wire Transfer
Bank B Total:				870,957.04	
Report Total:				870,957.04	

BOARD MEETING AGENDA ITEM SUMMARY

Board Meeting Date: February 17, 2021

(Select All that Apply)

☒ Decision Making Agenda Item

☐ Discussion Purposes Only Agenda Item

☐ Walk On Agenda Item

SUBJECT: Employment Agreement for Chief Seth Comer

PERSON(S) MAKING SUBMITTAL OF AGENDA ITEM:

Richard Pringle, Esquire

BACKGROUND/DETAIL OF AGENDA ITEM:

Chief Howard has indicated he is going to retire in April of 2022. The Board has previously directed Attorney Pringle to negotiate an employment agreement with Assistant Chief Comer as the next fire chief of the District. A proposed employment agreement between the District and Assistant Chief Comer as the next fire chief has been completed and copies of the proposed employment agreement have been presented to the Board members for their review. A copy of the proposed employment agreement is attached.

The reason for proceeding with entering into an employment agreement with Chief Comer now is it will enable the District to proceed with the process of filling the Assistant Chief's position and the other employment positions that will become open as a result of any promotions now before any retirements occur and it enable the District to go through the promotions processes for the various employment positions consecutively instead of being in a rush at the end and having to do the various promotions processes concurrently. Performing the various promotions processes consecutively is better for the District since the decision on one promotion will affect who is available to promote into the next position. Chief Howard supports and agrees with the above stated benefit to the District of entering into an employment agreement with Assistant Chief Comer at this time and then performing the upcoming various promotions processes consecutively as described above.

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

REQUESTED BOARD ACTION:

To approve a motion approving the Employment Agreement between the District and Chief Comer.

EMPLOYMENT AGREEMENT
BETWEEN
IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
AND
SETH COMER

This Employment Agreement ("Agreement") is made and entered into this 20th day of January, 2021, between the Iona McGregor Fire Protection and Rescue Service District, hereinafter referred to as "District" and Seth Comer, hereinafter referred to as "Chief Comer."

Witnesseth:

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

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

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

SECTION 1 – DUTIES AND RESPONSIBILITIES.

Beginning immediately upon and simultaneously with the retirement of Chief Howard, and without any additional action being required by the Board of Commissioners of the District, Chief Comer shall, as the Fire Chief, have charge of the administration and management of the District as provided by Florida law and all District ordinances, resolutions and policies adopted by the District Board of Commissioners. Chief Comer shall devote sufficient time, attention and energy to the business of the District to ensure the delivery of fire protection and rescue services of the District. The duties and responsibilities of Chief Comer as the Fire Chief shall be in accordance with the terms of this Agreement, Florida law, and all ordinances, resolutions and policies that shall be adopted from time to time by the District Board of Commissioners. As the Fire Chief, Chief Comer shall be the Chief Executive Officer for the District and shall report

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

Beginning immediately and simultaneously with the retirement of Chief Howard, and without any additional action being required by the Board of Commissioners of the District, the duties and responsibilities of Chief Comer as the Fire Chief shall include, but not be limited to, the essential duties and tasks and other obligations and requirements of Chief Comer as outlined in the summary description of the Fire Chief's position for the District contained in the job description for the Fire Chief's position, as said job description may be unilaterally amended from time to time in the future by the District Board of Commissioners, in their sole discretion. A copy of the current job description for the Fire Chief's position is attached hereto and made a part hereof. In particular, the duties and responsibilities of Chief Comer as the Fire Chief shall include, but not be limited to, the following:

- (a) Act as Chief Administrative Officer and manager of the District and be responsible to the District Board of Commissioners for proper administration and management of all affairs of the District.
- (b) Attend all meetings of the District Board of Commissioners at which Chief Comer's attendance may be required by the District Board of Commissioners, except due to illness, vacation or other excused matters.
- (c) Except for members of the District Board of Commissioners, appoint and remove, at any time, all officers, and employees of the District, subject to Florida law, the rules, regulations, and policies of the District, and the binding agreements of the District.
- (d) Recommend for adoption by the District Board of Commissioners such measures as Chief Comer may deem necessary or expedient to achieve and carry out the purposes and goals of the District.
- (e) See that all laws, ordinances, rules, regulations, and policies of the District are faithfully executed.
- (f) Prepare and submit to the District Board of Commissioners such reports as may be required.

- (g) Keep the District Board of Commissioners fully advised of the financial conditions of the District and its future needs.
- (h) Annually prepare and submit a preliminary or proposed District budget and work with the District Board of Commissioners in its analysis and review of the proposed budget.
- (i) Be responsible for the administration of each annual budget upon its adoption by the District Board of Commissioners.
- (j) Perform such other duties, responsibilities and administrative/management functions as described in the job description for the Fire Chief's position, Florida law and the ordinances, rules, regulations and policies of the District adopted by the District Board of Commissioners, as said job description for the Fire Chief's position, Florida law and the ordinances, rules, regulations and policies of the District may be amended from time to time in the future by the State of Florida or the District Board of Commissioners.

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

SECTION 2 – TERM.

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

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

SECTION 3 – TERMINATION.

This Agreement shall be terminated by:

- (a) A mutual written agreement of the parties.
- (b) The retirement of Chief Comer.
- (c) Termination of Chief Comer's employment "for cause" but only pursuant to the following described procedure. Termination "for cause" shall be defined as termination which results from malfeasance, misfeasance or nonfeasance by Chief Comer of his official duties and responsibilities or for the revocation of Chief Comer's Firefighters' Certificate or upon Chief Comer's conviction of a felony or upon Chief Comer's breach of any term of this Agreement, all of which shall be herein referred to as an act of "wrongdoing." The procedure for terminating Chief Comer "for cause" shall be initiated by a Commissioner filing a sworn written statement into the record of a public District Board of Commissioners meeting alleging the act of wrongdoing by Chief Comer. The sworn written statement must describe, in detail, the factual basis for the alleged wrongdoing by Chief Comer. Upon the filing of the written statement alleging the wrongdoing by Chief Comer during a public District Board of Commissioners meeting, the District Board of Commissioners shall be required to take official action to elect to pursue the investigation of said allegations by a favorable vote of no less than four (4) members of the District Board of Commissioners. Upon a vote of no less than four (4) members of the District Board of Commissioners in favor of pursuing an investigation of the allegations of wrongdoing by Chief Comer, a thirty (30) calendar day investigation period shall occur for the purpose of the parties gathering information to address the allegations of wrongdoing by Chief Comer. A special District Board of Commissioners meeting shall be scheduled to be held at the end of the investigation period for the purpose of conducting a due process hearing on the

matter as further described below. The District Board of Commissioners shall hire an independent investigator to investigate the allegations of wrongdoing by Chief Comer. The independent investigator shall perform an independent investigation of the allegations of wrongdoing by Chief Comer, including interviewing employees, elected officials and others, as appropriate, in the investigator's discretion, and the investigator shall issue a written report of his/her findings of fact and conclusions and recommendations, if any, concerning the alleged wrongdoing by Chief Comer or any other acts of wrongdoing by Chief Comer that the investigator discovers during the investigation. The investigator's written report shall be presented to the District Board of Commissioners and Chief Comer at least seven (7) calendar days in advance of the special District Board of Commissioners meeting that is scheduled to be held at the end of the said thirty (30) calendar day investigation period. The investigator shall attend the special Board of Commissioners meeting referenced above to present his/her investigation report and to answer questions by the District Board of Commissioners or Chief Comer, or their representatives, concerning whether Chief Comer should be terminated "for cause" as a result of any wrongdoing by Chief Comer. The thirty (30) calendar day investigation period can be extended for up to thirty (30) additional calendar days by either the District Board of Commissioners or Chief Comer, unilaterally, upon the giving of written notice of an extension to the other party; however, the investigation period shall not exceed sixty (60) calendar days from the date the District Board of Commissioners first takes official action to pursue the investigation of any wrongdoing by Chief Comer. At the end of the investigation period, the special District Board of Commissioners meeting that is scheduled at the end of the investigation period shall be conducted as a due process hearing in accordance with Chapter 120, Florida Statutes, where testimony is received and where the District Board of Commissioners shall decide the ultimate question of whether Chief Comer should be terminated "for cause" as a result of any wrongdoing by Chief Comer. In order to terminate Chief Comer "for cause", the District Board of Commissioners must take official action to terminate Chief Comer "for cause" during the special District Board of Commissioners meeting referenced above by a vote of no less than four (4) Board members in favor of termination. If the District Board of Commissioners does not take official action during the special District Board of Commissioners meeting to terminate Chief Comer "for cause", the matter shall be closed and no further action shall be taken by the District Board of Commissioners regarding the alleged wrongdoing.

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

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

- (d) Termination "without cause" but only pursuant to the following described procedure. Termination "without cause" shall be defined as termination of this Agreement by the District Board of Commissioners for any reason that is not otherwise described in this Agreement, or for no reason at all. The procedure for terminating Chief Comer "without cause" shall be initiated by a Commissioner requesting an agenda item to be placed on a Board of Commissioners meeting calling for termination of Chief Comer "without cause." At the Board of Commissioners meeting, the Board of Commissioners shall be required to take official action to terminate Chief Comer "without cause" which shall require a vote of approval of no less than four (4) District Board of Commissioners members. Upon a vote of no less than four (4) members of the Board of Commissioners to pursue the termination of Chief Comer "without cause", a second Board of Commissioners meeting shall be scheduled within thirty (30) days after the first Board of Commissioners meeting for the purpose of the Board of Commissioners again considering the termination of Chief Comer "without cause." In order to terminate Chief Comer "without cause", at the second Board of Commissioners meeting, the Board of Commissioners must take official action, upon a favorable vote of no less than four (4) members of the Board of Commissioners, to terminate Chief Comer "without cause."

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

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

- (i) In the alternative to terminating this Agreement "without cause", the Board of Commissioners may take official action, upon a favorable vote of no less than four (4) members of the Board of Commissioners, to return Chief Comer to the job position previously held by Chief Comer immediately prior to Chief Comer accepting the Fire Chief's position. If the Board of Commissioners takes official action to return Chief Comer to the job position he previously held, Chief Comer will be eligible to remain in the job position he previously held until he is eligible to retire on April 15, 2027. In the event the Board takes official action to return Chief Comer to the job position he previously held immediately prior to accepting the Fire Chief's position, no severance payment shall be made to Chief Comer and the District shall not make the single lump sum cash payment to Chief Comer in the amount of all earned and unused vacation leave hours up to a maximum of 500 vacation leave hours, and the District shall not pay Chief Comer a single lump sum cash payment in the amount of all earned and unused sick leave hours. Instead, because Chief Comer shall remain as an employee of the District in a new job position, his earned and unused vacation leave hours and earned and unused sick leave hours shall not be affected and shall continue to exist and shall carry over to his new job position subject to any accrual caps that apply to his new job position.
- (e) Job elimination. To terminate this Agreement for job elimination purposes (consolidation, privatization or establishment of a municipal department), the District Board of Commissioners must take official action to eliminate Chief Comer's job position and to terminate this Agreement upon a vote of approval of no less than four (4) members of the District Board of Commissioners. In the event this Agreement is terminated for job elimination, the District shall pay Chief Comer a single lump sum cash severance payment equal to all of the remaining weeks' pay due under this Agreement using Chief Comer's hourly wage rate of pay in effect at the time of the termination of this Agreement, up to a maximum of twenty (20) weeks' pay, unless Chief Comer is offered and accepts employment in a new entity that is replacing the

District for the provision of the District's fire/rescue services, in which case the District shall only pay Chief Comer the negative difference between the pay offered to and accepted by Chief Comer by the new fire/rescue services provider and the then current hourly wage rate of pay of Chief Comer under this Agreement for all of the remaining weeks of the term of this Agreement, up to a maximum of twenty (20) weeks' pay, using Chief Comer's rate of pay in effect immediately prior to the date of termination of this Agreement. In addition, the District shall pay Chief Comer a lump sum cash payment in the amount of all earned and unused vacation leave hours, up to a maximum accrual of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of termination of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of Chief Comer's termination.

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

SECTION 4 – DISABILITY.

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

SECTION 5 – SALARY.

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

SECTION 6 – PERFORMANCE EVALUATION.

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

SECTION 7 – HOURS OF WORK.

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

SECTION 8 – AUTOMOBILE.

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

SECTION 9 – VACATION, SICK AND BEREAVEMENT LEAVE.

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

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

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

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

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

SECTION 11 – RETIREMENT.

- (a) Chief Comer shall be covered under the Florida Retirement System at the "high" risk level and the District shall contribute 100% of the cost of such coverage. The District agrees to include Chief Comer in the Florida Retirement System at the "high" risk level.
- (b) In the event Chief Comer retires at or before the end of this Agreement term, the District shall pay Chief Comer a single lump sum cash payment in the amount of twenty (20) weeks' pay using the Chief's rate of pay in effect immediately prior to retirement all earned and unused vacation leave hours, up to a maximum accrual amount of 500 vacation leave hours, and all earned and unused sick leave hours, using Chief Comer's hourly wage rate of pay in effect immediately prior to the date of Chief Comer's retirement and the termination date of this Agreement. The District's lump sum cash payment to Chief Comer shall be made within thirty (30) calendar days of Chief Comer's retirement and the termination date of this Agreement.
- (c) The payment to Chief Comer described in this provision is the exclusive payment to Chief Comer in the event Chief Comer elects to retire at or before the end of this Agreement term and is not in addition to any termination pay, if any, described elsewhere in this Agreement.

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

SECTION 12 – DUES AND SUBSCRIPTIONS.

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

SECTION 13 – PROFESSIONAL DEVELOPMENT.

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

SECTION 14 – UNIFORMS AND PROTECTIVE CLOTHING.

The District shall provide Chief Comer with all necessary safety equipment, including NFPA approved structural firefighting protective coat, trousers, boots, gloves, P.A.S.S. device, and hood as well as OSHA approved helmet and goggles.

SECTION 15 – GENERAL EXPENSES.

The District recognizes that certain expenses of a non-personal and job related nature are incurred by Chief Comer and hereby agrees to reimburse or pay said job related expenses in accordance with the policies and procedures of the District, subject to the prior approval by the District Board of Commissioners.

SECTION 16 – INDEMNIFICATION AND BONDING.

Except for criminal acts, the District shall defend, hold harmless and indemnify Chief Comer against any and all claims, torts, professional liability claims or demands or other legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief Comer's duties. Chief Comer shall be covered under the District's liability insurance policies for covered acts or omissions occurring in the performance of duties as a District official at no expense to Chief Comer. The District shall be responsible for all costs, including but not limited to lost time and wages of Chief Comer and Chief Comer's legal expenses for his separate legal counsel, incurred as a result of the defense, prosecution, judgment or settlement of claims and suits, during the term of this Agreement or thereafter, arising in connection with the performance of Chief Comer's duties as a District official. The District shall bear the full cost of a public official bond that is required of Chief Comer under any law or ordinance.

SECTION 17 – EMPLOYEE HANDBOOK BENEFITS.

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

SECTION 18 – FIREFIGHTER BILL OF RIGHTS.

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

SECTION 19 – SAVINGS CLAUSE.

In case any one or more of the provisions of this Agreement, or any amendment or supplement hereto, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, or any amendment or supplement hereto, but this Agreement, or any amendment or supplement hereto, shall be construed and enforced as if such illegal or invalid provision had not been contained herein. The parties agree to immediately renegotiate any provision of this Agreement that is held to be illegal or invalid.

SECTION 20 – APPLICABLE LAW AND VENUE.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this Agreement, the parties agree that venue shall be in Lee County, Florida.

SECTION 21 – BINDING EFFECT ON SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto to the fullest extent authorized by law. In particular, the merger or consolidation of the District with any other party shall bind said party to the terms of this Agreement as a successor of the District.

SECTION 22 – NOTICES.

Notices pursuant to this Agreement shall be given by registered or certified mail to the parties at their last known address. The date of delivery of such notice shall be deemed to be three (3) days after the date of mailing thereof. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice and notice shall be deemed given as of the date of personal service.

SECTION 23 – SECTION HEADINGS.

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

SECTION 24 – ENTIRE AGREEMENT.

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

SECTION 25 – EFFECTIVE DATE.

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

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

IONA MCGREGOR FIRE
PROTECTION AND RESCUE
SERVICE DISTRICT

CHIEF COMER

By: _____
James Andersen, Chair

Seth Comer

Date: _____

Date: _____

**BOARD MEETING AGENDA ITEM SUMMARY**Board Meeting Date: 02/17/2021(Select All that Apply) ☒ Decision Making Agenda Item☐ Discussion Purposes Only Agenda Item☐ Walk On Agenda Item**SUBJECT:**

Surplus - Marine 70 Engines

PERSON(S) MAKING SUBMITTAL OF AGENDA ITEM:

Division Chief Hernden

BACKGROUND/DETAIL OF AGENDA ITEM:

The engines are scheduled for replacement and need to be deemed as surplus to allow for proper disposal in accordance with FS 274.06.

BUDGET IMPACT: Yes / No / Unknown – If Yes, how much? From where?**REQUESTED BOARD ACTION:**

Recommend Board approving the surplus of two engines as presented and authorize Chief to properly dispose of in accordance with FS 274.06.

SURPLUS ITEMS - FEBRUARY 2021

TAG NO.	DESCRIPTION	IN-SERVICE DATE	CONDITION	ESTIMATED VALUE
01418	OUTBOARD - MERCURY VERADO 350 XL	1/29/2018	Good - Scheduled Replacement at End of Warranty Period	\$10,000
01419	OUTBOARD - MERCURY VERADO 350 CXL	1/29/2018	Good - Scheduled Replacement at End of Warranty Period	\$10,000

Approved by: _____ Date: _____

**BOARD MEETING AGENDA ITEM SUMMARY**Board Meeting Date: 02/17/2021(Select All that Apply) ☒ Decision Making Agenda Item☐ Discussion Purposes Only Agenda Item☐ Walk On Agenda Item**SUBJECT:**

Marine 70 Replacement Engines

PERSON(S) MAKING SUBMITTAL OF AGENDA ITEM:

Division Chief Hernden

BACKGROUND/DETAIL OF AGENDA ITEM:

The engines are scheduled for replacement. Quotes were received from MarineMax East and Offshore Performance Specialties, with Offshore Performance coming in \$6,603.50 less than Marine Max.

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

Already budgeted item.

REQUESTED BOARD ACTION:

Recommend Board approving the procuring of two engines from Offshore Performance Specialties as detailed in submitted quote.

STATUS : QUOTE

Open Date: 8/31/2020

OFFSHORE PERFORMANCE SPECIALTIES, INC.

15881 Chief Ct.

Ft. Myers FL, 33912

239-489-0884

Repair Agreement

Quote # 14304



CUSTOMER IONA MCGREGOR IONA MCGREGOR FIRE PROTECTION 6061 S. Point Blvd. Ft. Myers, FL 33919-4899 United States (239) 565-7838	SERVICE WRITER Donnie D Carter		SN GAJ32D05J414		ENGINE HOURS OUT 0	OUT 0
	SALES TYPE Regular or Over the Counter		TAG NUMBER	PERMIT 85-8012667942C-6	TERMS NET1	CUSTOMER PO -
	YEAR / MAKE / MODEL 2014 / METAL SHARK / XL CXL				TAX CODE NT	PROMISED DATE 8/31/2020
	HP EACH / PORT ENGINE / CENTER ENGINE / STARBOARD ENGINE 350 / 2B480499 / N/A / 2B480273					

T	Req	Fill	OEM	Item	Description	Bin	Your Price	Amount W	Stat
I	1.00	1.00	MISC	MCM	MERCURY 350 XL VERADO (L6) 4-STROKE OUTBOARD ENGINE - 1.75R H/D GEARCASE - MODEL: 1350V231D - NEW		19,420.00	19,420.00	N
I	1.00	1.00	MISC	MCM	MERCURY 350 CXL VERADO (L6) 4-STROKE OUTBOARD ENGINE - 1.75R H/D GEARCASE - MODEL: 1350V241D - NEW		19,770.00	19,770.00	N
M	1.00	1.00			MERCURY 3-YEAR GOVERNMENT WARRANTY		0.00	0.00	N
M	1.00	1.00			-----		0.00	0.00	N
M	1.00	1.00			MERCURY RIGGING ITEMS:		0.00	0.00	N
I	2.00	2.00	MERC	8M0046915	VERADO POWER STEERING HOSE KIT - 3 FT - (BULKHEAD FITITNGS TO ENGINE) - EXTERNAL LINES	W1RF	123.36	246.72	N
I	1.00	1.00	MERC	858077K01	FLUID-POWER STEERING - 1 QT.	DBF/WH	18.12	18.12	N
I	2.00	2.00	MERC	825191A03	HOSE KIT-RIGGING	W1RD2	55.03	110.06	N
M	1.00	1.00			-----		0.00	0.00	N
M	1.00	1.00			PROPELLER/ HUB KITS:		0.00	0.00	N
I	1.00	1.00	MERC	8M0040396	PROPELLER, ENERTIA ECO 16 X 18-RH - (RETAIL: \$954.96)	W1P-01	759.00	759.00	N
I	1.00	1.00	MERC	8M0040397	PROPELLER, ENERTIA ECO 16 X 18-LH - (RETAIL: \$954.96)	W1P-06	759.00	759.00	N
I	2.00	2.00	MERC	8M0101601	PROPELLER HUB KIT, FLO TORQ SSR HD	IWAA-2	176.80	353.60	N
M	1.00	1.00			-----		0.00	0.00	N
L	8.00	8.00		LABOR	DESCRIPTION OF LABOR PERFORMED: - REMOVE EXISTING ENGINES AND RIGGING ITEMS. - INSTALL ABOVE LISTED NEW ENGINES AND RIGGING ITEMS. - CONFIGURE AND PROGRAM DTS SYSTEM. - BLEED STEERING SYSTEM. - SEA TRIAL/ PROP TEST VESSEL.		120.00	960.00	N

Payment Details

Type Amount Payment Date

Totals

Item	41,436.50
Fee	0.00
Labor	960.00
Kit	0.00
Misc	0.00
Subtotal	42,396.50
Shop Fees	25.00
Ship By UPS	0.00
NT	0.0000
Total Due	42,421.50
Total Paid	0.00
Balance Due	42,421.50

Tracking No.

Repair Order Recommendation

WITH ACCEPTANCE CUSTOMER AGREES TO THE FOLLOWING:

20% Restocking Fee on All Returns
NO RETURNS on Electric/Electronic Items or Propellers
NO RETURNS on Special Orders or Close Outs
NO RETURNS after 14 days
NO RETURNS Without a Copy of Paid Receipt

Repair Order Agreement:

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle/vessel herein described for the purpose of testing and/or inspection. An express mechanic's lien is granted to secure the total amount due. Not responsible for loss or damage to vehicle/vessel or articles left in vehicle/vessel in case of fire, theft, or any other cause beyond our control. Amounts unpaid after 30 days are subject to 2% monthly service charge.

Buyer is responsible for all fees in conjunction with wire transfers, such that Offshore Performance Specialties, Inc receives the amount reflected as the total due payable in US Dollars. When sending international wires, all clearing fees are paid for by the buyer.

Any Litigation Arising Out of This Transaction Will Be Conducted In the State and Federal Courts Sitting in Lee County , Florida.

Customer:

X_____

Storage of \$15.00 per day due from the 11th day after customer notified to pick up vehicle/vessel. Due to mechanic's lien law requirements, no vehicle/vessel leaves Offshore's possession without payment in full. The owner of the vehicle/vessel grants authority to enter into this order to the person signing.

MARINEMAX EAST, INC.
14030 MCGREGOR BLVD
FORT MYERS, FL 33919
Phone: (239) 481-8200

Customer Work Order Estimate #11826

Cust. Name : 1483151 - Iona McGregor Fire Dept
Address : 6061 S Pointe Blvd
Fort Myers, FL 33919-4899

Home Phone :
Work Phone :
Cell Phone :
Fax # :
Email Address : finance@ionafire.com

Author : J. PETTIT
Stock # :
Boat Make : METAL SHARK
Boat Year : 2015
Boat Model : FIRE BOAT

Tag # :
Ext W Contract :
Ext W Number :
Marina/Location:
Slip # :
Boat Name :
Date In : 28 JAN 21
Promised Date :
Completed Date :
Delivery Date :

Serial # :
Hull # :
Engine Model : 1350v241D
Eng 1 Serial # : 2b480499
Eng 2 Serial # : 2B480273
Trailer :
Trailer # :
Cabin Key # :
Ignition Key # :
License # :

Job #: 1

CONCERN: REPLACE EXISTING VERADOO ENGINES WITH 350XL VERADOO
ENGINES SUPPLIED BY MERCURY VIA GOV DISCOUNT RATE (1350V241D, 1350V231D)

CORRECTION: ESTIMATE DOES NOT UINCLUDE MISC SUPPLIES ESTIMATED AT 450.00

Labor

Code	Description	Total
TC	REPLACE/CONNECTIONS/TEST/SEATRAIA	\$1,200.00
Subtotal Labor		\$1,200.00

Other Services

Oscode	Description	Qty	Price	Total
M	VERADOO 350XL STAND	1.00	\$23,070.00	\$23,070.00

MARINEMAX EAST, INC.
14030 MCGREGOR BLVD
FORT MYERS, FL 33919
Phone: (239) 481-8200

M	VERADO 350XL COUNT	1.00	\$23,455.00	\$23,455.00
M	SHIPPING	1.00	\$950.00	\$950.00
Subtotal Other Services				\$47,475.00

Job 1 Subtotal \$48,675.00

Job #: 2

HAUL/BLK/LAUNCH

Other Services

Oscode	Description	Qty	Price	Total
HL	HAUL & LAUNCH	35.00	\$10.00	\$350.00
Subtotal Other Services				\$350.00

Job 2 Subtotal \$350.00

Job Totals

Labor Total	\$1,200.00
Other Services Total	\$47,825.00
Subtotal	\$49,025.00
Total Due	\$49,025.00

MARINEMAX EAST, INC.
14030 MCGREGOR BLVD
FORT MYERS, FL 33919
Phone: (239) 481-8200

Storage charges will be added on all items not picked up within 10 days after notice of completed services. Any boat or item not picked up within 30 days will be sold in accordance with the Lien Statutes of [State]. I hereby authorize the work to be done along with any necessary materials. The shop supply fee and the environmental surcharge represent costs and profits, if any, to the repair facility for miscellaneous shop supplies or waste disposal. You and your employees may operate the above boat for purposes of testing, inspection or delivery at my risk. An express lien is acknowledged in the above boat to secure amount of repairs thereto. MarineMax will not be held responsible for loss or damage to boat or articles left in boat in case of fire, theft, accident or any other cause beyond our control. If MarineMax is forced to collect any balance owing, I agree to pay interest thereon at the highest rate and all collection costs, including a reasonable attorney's fee. Payment must be made by cash, Cashier's Check or credit card. Owner is responsible to make sure hull plug is installed before launching the boat. Owner is responsible to inspect and test the boat after the service work is completed. During hurricane season, boats cannot remain on MarineMax property (unless currently being serviced). Boat must be removed within 72 hours of landfall. MarineMax is not responsible for loss, theft or damage.

I have read and understand the above terms.

*Disclaimer of Warranties: The only warranties on the products sold hereby are those offered by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assures nor authorizes and other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the seller any consequential damages to property, damages for loss of use, loss of time, loss of profits or income or incidental damages. MarineMax will notify and receive pre-authorization prior to using any rebuilt or remanufactured parts. MarineMax does not honor any form of warranty on said parts. Please be advised that we may be required by a vendor or extended Warranty Company to use remanufactured parts and hereby disclaim all liability with respect to the use and operation of any such parts. Repairs are only warrantied against defect from normal usage. Warranties begin once the boat is picked up and is not extended if the boat is not used. Warranty periods may be extended if additional warranty coverage has been purchased.

Customer Signature: _____ 28 JAN 2021



Iona-McGregor Fire District Executive Report

Executive Summary/February 2021:

GENERAL:

- We have the “2020 year in review” video to show tonight. We hope you enjoy.

OPERATIONS:

- We are progressing well with organizational training and continue to move forward internally (externally in the future).
- Our January county operations meeting allowed us to discuss a few important topics and prompt re-commitment to shared operations with other districts.
- We will continue the higher-level operational dialogue and subsequent implementation of changes in upcoming months, and throughout the year.
- Our probationary firefighters have reached the halfway (6-month) milestone of their first year of employment with the district.
- With recent attention given to USAR/TRT and Water Operations, we will ensure that more dynamic Hazmat training is included in this calendar year.
- Brush fire season is upon us and we maintain a state of readiness for deployment. Hopefully, the season isn't too active.
- Our organization has some very talented personnel and we thank them for their continued organizational engagement.

LOGISTICS:

- Bathrooms nearing completion – waiting on CO
- E71 is anticipated to be completed next month. The required acceptance testing prior to placing in-service is expected to be done March 22-24.
- Meeting with vendors to evaluate new air packs for future replacement (2022-2023)

PREVENTION:

Date: February 2021

INSPECTION VOLUME:	476
VIOLATIONS CLEARED: past year to date	233
% OF MANDATED INSPECTIONS AVERAGE:	99%
CPR / AED CLASSES:	8
CHILD PASSENGER SAFETY:	2
PUBLIC EDU. EVENT(S):	2
EAP PRESENTATIONS:	0
FIRE INVESTIGATIONS:	2

Iona-McGregor Fire District Executive Report

SUPERVISOR'S SUMMARY:

- Fire Investigator Mozes completed her first “solo” investigation this month. Part of moving into an investigator role requires practice in all aspects including interview and report writing skills.
- Megan has completed work on our annual report / video
- Megan is preparing to launch a new program to educate and assist our elderly residents regarding slip and fall accidents.

TRAINING/EMS:

- An audit was performed on ISO (Insurance Service Office) training Hours for 2020. All required employees, who were not out due to injury or illness, who worked a full calendar year, met their ISO training hours. The following are the annual hour requirements by position:
 - For Firefighters 216 hours- 18 hours of Facility Training, 6 hours of Haz-Mat, 192 Hours of Company Training.
 - Engineers 228 hours- All hours required by firefighters plus 12 hours of driver training.
 - Lieutenants and Battalion Chiefs 228 hours- All hours required by firefighters plus 12 hours of officer training.
- Training Participated on three days of “round Table” meetings with the crews. Training was able to present the EMS and Training plans for 2021.
- Monthly Dive training was performed by the dive team leaders
- Completed all Advance Cardiac Life Support and Hand Tevy (pediatric Emergencies) Training make-up.
- Haz-mat Technicians from Iona participated in the monthly hazmat training with the City of Fort Myers FD.
- The Training Division completed three days of firefighter skills assessment. Skills that were assessed were:
 - Turnout Time- Measures the time a firefighter can don his PPE (personal protective equipment) and get ready to leave the station for a fire call.
 - Deployment of and attack line- Measures the time a firefighter exits the apparatus, stretches a line to the front door of a structure, calls for water, gets on air ready to enter the structure.
 - Deployment of 24 foot ladder- Measures the time a firefighter exits the apparatus, gets the appropriate tools, deploys the ladder to the 2nd story of the Charlie side of the structure, and get on air ready to ascend the ladder.



Previous Month ▾

Jan 1, 2021 - Jan 31, 2021 ▾

50%

FIRE
Percentage of Total Incidents

50%

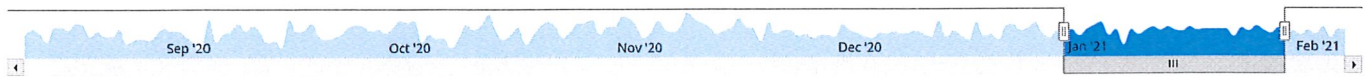
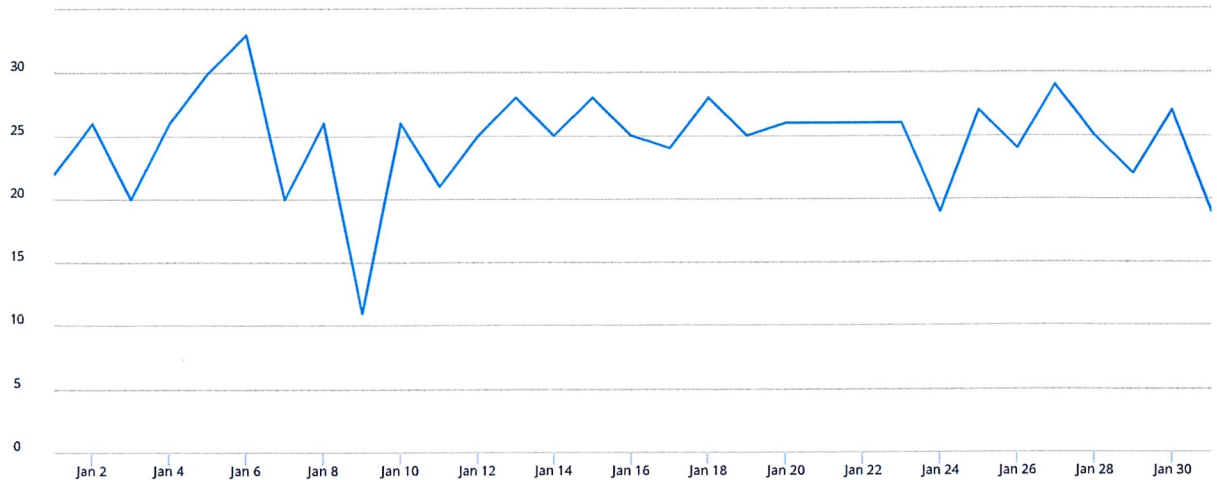
EMS
Percentage of Total Incidents

765

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	Total
(11) Structure Fire		1	1	4	3									9
(12) Fire in mobile property used as a fixed structure				1	1									2
(13) Mobile property (vehicle) fire		1												1
(15) Outside rubbish fire	1													1
(20) Overpressure rupture, explosion, overhear, other					1									1
(25) Excessive heat, scorch burns with no ignition			1											1
(30) Rescue, emergency medical call (EMS), other	1	2	3	6										12
(31) Medical assist	10	24	14	13	19									80
(32) Emergency medical service (EMS) incident	23	49	77	72	66									287
(35) Extrication, rescue	1	4		1										6
(40) Flammable gas or liquid condition, other					1									1
(41) Combustible/f.. spills & leaks		1	2											3
(42) Chemical release, reaction, or toxic condition				1										1
(44) Electrical wiring/equipm. problem			1		1									2

Week Ending	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	Total
(46) Accident, potential accident			1	2										3
(50) Service call, other		1			1									2
(51) Person in distress				1	1									2
(53) Smoke, odor problem		1												1
(55) Public service assistance	9	15	21	11	23									79
(61) Dispatched and canceled en route	19	64	49	56	49									237
(62) Wrong location, no emergency found		1		3	1									5
(63) Controlled burning		1												1
(65) Steam, other gas mistaken for smoke	1				1									2
(70) False alarm and false call, other			2	1	3									6
(71) Malicious, mischievous false alarm	1													1
(73) System or detector malfunction	1	3	1	1										6
(74) Unintentional system/detect... operation (no fire)	1	4	2	3	2									12
(90) Special type of incident, other			1											1
Total	68	172	176	176	173									765



IAFF Local 1826

Southwest Florida Professional Fire Fighters & Paramedics District 25 Monthly Report

Meeting Date: 02/17/2021

General Information Update:

Nothing to report -

DVP Mascarelli



IAFF Local 1826

Southwest Florida Professional Fire Fighters & Paramedics District 7 Monthly Report

Meeting Date: 02/17/2021

General Information Update:

DVP Tansey has nothing to report.