

Iona McGregor Fire District Board of Fire Commissioners Agenda
March 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 – February 17, 2021
- 2) Financial Report – February 2021
- 3) Employment Agreement
- 4) Executive Report
- 5) Attorney Report
- 6) DVP Reports – Districts 7 & 25

Public Input on Non-Business Agenda Items

Commissioner Comments

Adjournment

Iona McGregor Fire District Board of Fire Commissioners
February 17, 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; and Commissioner Walker was absent excused.

Opening Prayer and Pledge of Allegiance observed

Amendments to the Meeting Agenda –

Attorney Pringle has requested item 3, Employment Agreement, be moved to meeting of March 17, 2021. **Motion** (5767) by Commissioner Andersen to continue Employment Agreement item until March 17, 2021 meeting, second Langford... carried.

Public Input on Business Agenda Items

Business Agenda Items (Agenda Items Requiring Action)

1) Meeting Minutes – January 20, 2021

Motion (5768) to approve January 20, 2021 minutes as presented made by Commissioner Barbosa, second Commissioner Langford... carried.

2) Financial Report – January 2021

Motion (5769) to approve January 2021 Financial Reports as presented made by Commissioner Andersen, second by Commissioner Louwers... carried.

~~3) Employment Agreement~~ Item tabled until March 17, 2021

4) Surplus Items

Louwers questioned the \$10,000 value of each motor, chief stated it was amount offered as trade in on new engines. Approximately 400 hours in each. Can we use still today? We have replacement scheduled established and the engines are at replacement point as they are no longer under warranty. DC Hernden stated should go to public auction to receive best amount. **Motion** (5770) to deem two marine 70 engines tag numbers 01418 and 01419 as surplus and authorize Chief to dispose of in accordance with FS 274.06 made by Commissioner Louwers, second by Commissioner Andersen... carried.

Financial Report item revisited following the surplus of Marine 70 engines whereby Commissioner Louwers questioned check register entry of \$5400 for Boat Class. Question was deferred to BC Mascarelli who informed that we are trying to get all our pilots through the course which is fire response related driving course for the boat. In the past we have only done basic waterway training. He added that following a Coast Guard incident, FEMA requested Coast Guard build a curriculum for training on emergency boat response. Once established, Coast Guard informed fire and police agencies that all should take the training which is geared for emergency boat response. Cost is \$1800 per person and working at three per year. Following discussion, meeting resumed.

Iona McGregor Fire District Board of Fire Commissioners

February 17, 2021

6:00 PM

5) Marine 70 Replacement Engines

DC Hernden mentioned the quotes that were received and her recommendation to go with Offshore Performance for engine replacement. How long will boat be down, questioned Commissioner Andersen. If engines are in stock, should be only a few days. Following brief discussion, **motion** (5771) to approve purchase of engines from Offshore Performance Specialties for cost quote of \$42421.50 made by Commissioner Andersen, second Commissioner Barbosa... carried.

6) Executive Report

Chief stated the report has been submitted and he is available for questions. He then added that we would like to present year-end review, annual report which Megan Contreras, our Community Relations Coordinator, worked on and is presenting. Megan informed that the report is in a video format highlighting department and it will be posted on website and media tomorrow. Following the video presentation, **motion** (5772) to accept Executive Report made by Commissioner Andersen, second by Commissioner Barbosa... carried.

7) Attorney Report

Mr. Pringle commented that the Board continued item on Comers agreement, and he will be contacting commissioners to discuss. **Motion** (5773) to accept Attorney Report made by Commissioner Andersen, second by Commissioner Langford... carried.

8) DVP Reports – Districts 7 & 25

With nothing additional from DVP's, Commissioner Andersen **motioned** (5774) to accept the DVP reports, Commissioner Langford seconded... carried.

Public Input on Non-Business Agenda Items - none

Commissioner Comments – Commissioner Barbosa informed that he had South Trail inspectors at his office and had issues requiring a visit to Fire Service; they spoke highly of Iona McGregor Fire District.

Adjournment

Motion to adjourn made by Commissioner Andersen, second Commissioner Barbosa... carried.

Meeting adjourned at 6:38 p.m.

Approved by: _____

Print Name: _____

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 30,435,815

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	100,045	25,011	75,034	25.00%
Total Expenditures	21,317,767	6,409,767	14,908,000	30.07%

Revenues over/(under) expenditures (958,819) \$ 11,753,992 \$ 12,712,811

Fund Balance/Cash Carry Forward 9,118,048

Total expenditures and reserves \$ 30,435,815

	JANUARY	DECEMBER
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	17,349,019	17,341,670
	<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)

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Iona McGregor Fire District
Financial Report
03/17/2021

<u>Included Reports (unaudited)</u>	<u>Page(s)</u>
Financial Report Notes	1
Balance Sheet as of February 28, 2021	2
Summary Statement of Activities – General Fund	3
Detailed Statement of Activities – General Fund	4-5
Ad Valorem Tax Analysis	6
Check Register – Month of February 2021	7-8

**IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
FINANCIAL REPORT NOTES
BALANCE SHEET AND STATEMENTS OF REVENUES AND EXPENDITURES
(UNAUDITED)
For the Five Months Ended February 28, 2021**

Notable items on the Balance Sheet:

Cash and Investments

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

- 0.15% - SBA (Florida PRIME Local Government Investment Pool)
- 0.50% - BankUnited Money Market

Due From Other Governments

The \$481,938 shown as Due From Other Governments represents the amount of CARES Act funding the District expects to receive from Lee County. The funds are for reimbursement of expenditures made by the District as a result of the COVID-19 public health emergency. \$382,020 of the total amount is for reimbursement of expenditures made prior to September 30, 2020 and will be shown as intergovernmental revenue in the fiscal 2020 audited financial statements. The remaining \$99,918 is recorded as intergovernmental revenue in the current fiscal year.

Liabilities

Liabilities totaling \$28,802 consist mainly 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 \$559,000 in ad valorem tax revenues during the month of February. To date we have received approximately 93.6% of the annual budgeted total.
- Interest on invested surplus funds totaled \$7,020 for the month of February.
- Refund of Prior Year Expenditure of \$7,807 consists of \$1,937 refund of prior year workers' compensation premiums based on the final premium audit. The additional \$5,870 is a refund from a previous health care insurance provider relating to their 2014 calendar year medical loss ratio rebate calculation. We were unaware that an amount was due from the provider and were only recently informed that the original check was never cashed.

Expenditures

- Installation and setup of turnout timers for progressive tones Station #74 - \$18,689
- Equipment for progressive tones Station #74 - \$12,886
- Wireless modems for Engine #72, Engine #71 and Squad #73 - \$5,803
- 2nd quarterly debt service payment for apparatus capital lease (2 engines) - \$25,011

Total expenditures reflect 36.79% of budget and are within expected ranges.

IONA MCGREGOR FIRE DISTRICT (IMF)

ASSETS

CASH

Operating Account - BankUnited

\$ 761,599.95

Total CASH:

761,599.95

INVESTMENTS

Investments - SBA

1,928,378.17

Money Market - BankUnited

18,355,755.89

Total INVESTMENTS:

20,284,134.06

DUE FROM OTHER GOVTS

Due From Board of County Commissioners

481,937.50

Total DUE FROM OTHER GOVTS:

481,937.50

Total ASSETS:

\$ 21,527,671.51

LIABILITIES

LIABILITIES AND OTHER CREDITS

Accounts Payable

6,417.56

Health Insurance Rebate

302.39

Total LIABILITIES AND OTHER CREDITS:

6,719.95

ACCRUED EXPENSES

FRS - Employee Contribution - ADMIN

4,004.50

FRS - Employee Contribution - OPS

18,077.94

Total ACCRUED EXPENSES:

22,082.44

Total LIABILITIES:

28,802.39

EQUITY

Retained Earnings-Current Year

10,980,149.07

Prior Year Revenues Over/(Under) Expenditures

773,892.13

Fund Balance

9,744,827.92

Total EQUITY:

21,498,869.12

Total LIABILITIES & EQUITY:

\$ 21,527,671.51

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
SUMMARY STATEMENT OF ACTIVITIES - GENERAL FUND
For the Five Months Ended February 28, 2021 (Unaudited)

<u>Revenues</u>	<u>Amended</u>	<u>Actual</u>	<u>Variance</u>	
	<u>Budget</u>		<u>\$</u>	<u>%</u>
Cash Carry Forward	\$ 10,076,867			
Ad valorem taxes	20,049,066	\$ 18,593,138	\$ (1,455,928)	92.74%
Permits, Fees & Special Assessments	95,000	18,819	(76,181)	19.81%
Intergovernmental	59,760	99,917	40,157	167.20%
Charges for services	51,000	21,461	(29,539)	42.08%
Interest Check/Demand Accounts	50,000	23,402	(26,598)	46.80%
Miscellaneous	54,122	66,626	12,504	123.10%
Proceeds from debt	-	-	-	N/A
Total Revenues	<u>20,358,948</u>	<u>18,823,363</u>	<u>(1,535,585)</u>	<u>92.46%</u>

Total revenues and cash carry forward 30,435,815

<u>Expenditures</u>				
Personnel services				
Salaries	10,814,942	4,079,906	6,735,036	37.72%
Benefits	5,852,730	2,474,205	3,378,525	42.27%
Operating Expenditures				
Professional and contractual	848,093	475,046	373,047	56.01%
Travel	107,395	3,171	104,224	2.95%
Communications & freight	146,225	45,186	101,039	30.90%
Utilities, equipment rental, and insurance	282,478	139,423	143,055	49.36%
Repairs and maintenance	758,015	159,362	598,653	21.02%
Operational, small tools and equipment	427,225	153,774	273,452	35.99%
Fuel, supplies, and administrative	424,994	203,038	221,956	47.77%
Education and training	128,625	28,745	99,880	22.35%
Capital expenditures	1,427,000	31,337	1,395,663	2.20%
Debt service	100,045	50,022	50,023	50.00%
Total Expenditures	<u>21,317,767</u>	<u>7,843,214</u>	<u>13,474,553</u>	<u>36.79%</u>

Revenues over/(under) expenditures (958,819) \$ 10,980,149 \$ 11,938,968

Fund Balance/Cash Carry Forward 9,118,048

Total expenditures and reserves \$ 30,435,815

	<u>FEBRUARY</u>	<u>JANUARY</u>
Cash Balances		
BankUnited - Operating	\$ 761,600	\$ 1,140,613
Petty Cash	-	-
	<u>761,600</u>	<u>1,140,613</u>
Investments		
General - SBA - Fund A	1,928,378	3,428,095
BankUnited Money Market	<u>18,355,756</u>	<u>17,349,019</u>
	<u>20,284,134</u>	<u>20,777,115</u>
Total Cash and Investments	<u>\$ 21,045,734</u>	<u>\$ 21,917,727</u>

Submitted for approval on March 17, 2021

Approved By: _____
 (Signature)

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
DETAILED STATEMENT OF ACTIVITIES - GENERAL FUND
For the Five Months Ended February 28, 2021 (Unaudited)

	ORIGINAL BUDGET	ACTUAL	VARIANCE	
			\$	%
REVENUES				
Cash Carry Forward	\$ 10,076,867			
Ad Valorem Taxes	20,691,066	\$ 19,357,208	\$ (1,333,858)	93.55%
Excess fees	140,000	-	(140,000)	0.00%
Penalties	19,000	14,593	(4,407)	76.80%
Discounts	(755,000)	(755,013)	(13)	100.00%
Refunds Deducted	(50,000)	(24,956)	25,044	49.91%
Ad Valorem Taxes Prior Years	4,000	1,307	(2,693)	32.67%
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	-	99,917	99,917	N/A
Inspection Fees	50,000	20,971	(29,029)	41.94%
CPR - Books & Masks	1,000	490	(510)	49.00%
Interest Check/Demand Accounts	50,000	23,402	(26,598)	46.80%
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	-	49,224	49,224	N/A
Proceeds from Debt	-	-	-	N/A
Total Revenues	20,358,948	18,823,363	(1,535,585)	92.46%
Total Revenues and Cash Carry Forward	30,435,815			
EXPENDITURES				
Personnel Services				
Salaries - Commissioners	30,000	12,500	17,500	41.67%
Salaries - ADM	1,814,195	671,341	1,142,854	37.00%
Salaries - OPS	7,131,726	2,623,268	4,508,458	36.78%
Salaries - FLSA	557,356	206,094	351,262	36.98%
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	53,297	84,122	38.78%
Salaries - Out of Class Pay	45,000	10,272	34,728	22.83%
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	1,217	2,023	37.56%
Salaries - Ins Deductible & Subsidy- OPS	39,703	15,401	24,302	38.79%
Salaries - Phone Allowance	12,000	5,000	7,000	41.67%
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	130,564	(8,394)	106.87%
Salaries - Overtime Training - OPS	82,425	17,192	65,233	20.86%
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	6,850	9,590	41.67%
Salaries - State Education OPS	43,320	18,406	24,914	42.49%
Social Security Taxes - ADM/Commissioners	110,243	32,385	77,858	29.38%
Social Security Taxes - OPS	521,288	185,612	335,676	35.61%
Medicare Taxes - ADM/Commissioners	29,083	10,062	19,022	34.60%
Medicare Taxes - OPS	122,687	44,101	78,586	35.95%
Retirement - ADM	353,291	102,402	250,889	28.99%
Retirement - OPS	1,968,831	581,222	1,387,609	29.52%
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	284,814	398,733	41.67%
Health Insurance - OPS	1,411,986	586,190	825,796	41.52%
Health Insurance - Admin Contribution	(15,286)	(6,283)	(9,003)	41.10%
Health Insurance - OPS Contribution	(82,599)	(34,218)	(48,381)	41.43%
Health Insurance - Retiree Contribution	(429,777)	(179,044)	(250,733)	41.66%
Employee Insurance - Other - ADM	86,546	37,991	48,555	43.90%
Employee Insurance - Other - OPS	264,698	112,956	151,742	42.67%
Workers Compensation Insurance - ADM	42,167	27,971	14,196	66.33%
Workers Compensation Insurance - OPS	269,460	179,223	90,237	66.51%
Total Personnel Services	16,667,672	6,554,111	10,113,561	39.32%

IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT
DETAILED STATEMENT OF ACTIVITIES - GENERAL FUND
For the Five Months Ended February 28, 2021 (Unaudited)

	ORIGINAL BUDGET	ACTUAL	VARIANCE	
			\$	%
Operating Expenditures				
Legal	60,000	-	60,000	0.00%
Computer Support Services	35,000	13,738	21,262	39.25%
Other Professional	125,550	17,657	107,893	14.06%
Audit and Accounting	36,000	10,000	26,000	27.78%
Tax Collector's Commission	404,000	373,576	30,424	92.47%
Property Appraiser's Commission	138,083	49,974	88,109	36.19%
Custodial & Janitorial Services	35,460	6,863	28,597	19.36%
Other Services - MVR Review	14,000	3,237	10,763	23.12%
Travel and Per Diem	107,395	3,171	104,224	2.95%
Telephones	90,000	36,344	53,656	40.38%
Wireless User Fee	54,025	8,259	45,766	15.29%
Freight & Postage	2,200	583	1,617	26.51%
Water	13,300	4,668	8,632	35.10%
Electricity	58,425	16,277	42,148	27.86%
Cable Television	3,787	1,483	2,304	39.17%
Garbage	12,625	5,024	7,601	39.79%
Propane	7,710	3,546	4,164	45.99%
Equipment Rentals & Leases	46,631	18,496	28,135	39.66%
Insurance	140,000	89,930	50,070	64.24%
Equipment Maintenance	175,900	12,447	163,453	7.08%
Building Maintenance	404,523	76,255	328,268	18.85%
Vehicle Maintenance	177,592	70,660	106,932	39.79%
Promotional Activities	33,200	7,896	25,304	23.78%
Promotional Activities - ADM	5,000	2,924	2,076	58.49%
Small Tools & Equipment	137,615	78,450	59,165	57.01%
Turnout Gear	108,010	45,689	62,321	42.30%
Annual Medical Exams/Wellness	50,000	918	49,082	1.84%
Legal Advertising	2,000	172	1,828	8.59%
Hiring Costs	19,500	300	19,200	1.54%
Uniforms	63,900	16,148	47,752	25.27%
Office Supplies	8,000	1,276	6,724	15.95%
Fuel	65,000	21,778	43,222	33.51%
Janitorial Supplies	27,600	8,068	19,532	29.23%
Medical Supplies	84,525	31,869	52,656	37.70%
Other Operating Supplies	87,780	26,675	61,105	30.39%
Memberships, Publications & Subscriptions	160,089	114,647	45,442	71.61%
Educational Reimbursement	50,920	14,015	36,905	27.52%
Training	77,705	14,730	62,975	18.96%
Total Operating	<u>3,123,050</u>	<u>1,207,744</u>	<u>1,915,306</u>	38.67%
Capital Outlay				
Buildings	-	-	-	N/A
Equipment	97,000	-	97,000	0.00%
Vehicles	1,330,000	31,337	1,298,663	2.36%
Total Capital Outlay	<u>1,427,000</u>	<u>31,337</u>	<u>1,395,663</u>	2.20%
Debt Service				
Principal	97,686	48,631	49,055	49.78%
Interest	2,359	1,391	968	58.99%
Total Debt Service	<u>100,045</u>	<u>50,022</u>	<u>50,023</u>	50.00%
Total Expenditures	<u>21,317,767</u>	<u>7,843,214</u>	<u>13,474,553</u>	36.79%
Revenues over Expenditures		<u>\$ 10,980,149</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

Date Received	Taxes	Interest	Discounts	Commissions	Other *	Net Amount Remitted by the Tax Collector
11/16/2020	\$ 257,233.89	\$ -	\$ 11,865.63	\$ 6,125.91	\$ 1,489.51	\$ 240,731.86
11/30/2020	4,989,587.94	-	199,480.97	95,832.10	(17,290.38)	4,676,984.49
12/17/2020	10,969,189.92	-	438,625.16	210,829.70	10,920.38	10,330,655.44
12/29/2020	1,941,810.43	-	73,192.90	37,395.72	1,168.10	1,832,389.91
1/15/2021	640,794.10	-	19,549.79	12,453.35	275.77	609,066.73
2/16/2021	558,591.90	-	12,299.03	10,939.21	(5,620.49)	529,733.17
	-	-	-	-	-	-
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	\$19,357,208.18	\$ -	\$ 755,013.48	\$ 373,575.99	\$ (9,057.11)	\$ 18,219,561.60

* 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 February 28, of each year

Fiscal Year		Revenue	Discounts	Commissions
2021				
	Budget	20,664,066	755,000	404,000
	Actual	19,348,151	755,013	373,576
		93.63%	100.00%	92.47%
2020				
	Budget	20,485,690	742,500	400,500
	Actual	19,064,097	741,122	367,937
		93.06%	99.81%	91.87%
2019				
	Budget	20,352,023	732,000	395,000
	Actual	18,624,413	723,206	359,925
		91.51%	98.80%	91.12%
2018				
	Budget	19,193,971	690,000	383,000
	Actual	17,440,790	679,298	337,495
		90.87%	98.45%	88.12%
2017				
	Budget	18,354,838	645,000	359,000
	Actual	16,793,128	654,232	324,787
		91.49%	101.43%	90.47%
2016				
	Budget	17,185,982	600,000	335,000
	Actual	15,750,755	611,090	304,211
		91.65%	101.85%	90.81%

Check History Report
Sorted By Check Number
Activity From: 2/1/2021 to 2/28/2021

IONA MCGREGOR FIRE DISTRICT (IMF)

Bank Code: B BANKUNITED - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
020497	2/5/2021	ALLPHAS	ALL PHASE ELECTRIC SVC OF FL INC	4,056.99	Auto
020498	2/5/2021	BEVERLY	BEVERLY HILLS TINTING, INC.	245.00	Auto
020499	2/5/2021	BOULEVA	BOULEVARD TIRE CENTER	4,773.92	Auto
020500	2/5/2021	CINTAS	CINTAS CORPORATION #294	92.32	Auto
020501	2/5/2021	CRS	CRS TECHNOLOGY	2,400.00	Auto
020502	2/5/2021	CRYSTAL	CRYSTAL SPRINGS	46.34	Auto
020503	2/5/2021	FPL5324	FL POWER & LIGHT CO.	291.21	Auto
020504	2/5/2021	FPL6245	FL POWER & LIGHT CO.	437.21	Auto
020505	2/5/2021	GRAINGE	GRAINGER	47.40	Auto
020506	2/5/2021	GROUND	GROUND EFFECTS	1,075.00	Auto
020507	2/5/2021	HOODGUY	THE HOOD GUYS	550.00	Auto
020508	2/5/2021	LMHS	LEE MEMORIAL HEALTH SYSTEM	593.00	Auto
020509	2/5/2021	MARINE	MARINEMAX	84.20	Auto
020510	2/5/2021	MOTOROL	MOTOROLA SOLUTIONS INC.	18,688.71	Auto
020511	2/5/2021	MOZES	JACKIELOU MOZES	3,071.78	Auto
020512	2/5/2021	NEWSLEG	THE NEWS PRESS	171.74	Auto
020513	2/5/2021	OFFICE	OFFICE DEPOT BUSINESS ACCOUNT	172.21	Auto
020514	2/5/2021	OFFPRID	OFFICE PRIDE COMMERCIAL CLEANING SVCS	1,011.83	Auto
020515	2/5/2021	OVERHEA	OVERHEAD DOOR CO OF FORT MYERS	1,193.00	Auto
020516	2/5/2021	PEDIA	PEDIATRIC EMERGENCY STANDARDS, INC.	165.00	Auto
020517	2/5/2021	RICOH	RICOH USA, INC.	55.35	Auto
020518	2/5/2021	SOUTH	SOUTH FL EMERGENCY VEHICLES	1,205.81	Auto
020519	2/5/2021	TEN8	TEN-8 FIRE & SAFETY, LLC	405.29	Auto
020520	2/5/2021	TUSCAN	TUSCAN & COMPANY, PA	9,000.00	Auto
020521	2/5/2021	VFIS	VFIS	9,531.00	Auto
020522	2/5/2021	ZOLL	ZOLL MEDICAL CORP.	297.60	Auto
020523	2/19/2021	AD	ADVANCED DISPOSAL-FT MYERS	931.65	Auto
020524	2/19/2021	AIRGAS	AIRGAS	241.34	Auto
020525	2/19/2021	ARMCHEM	ARMCHEM INTERNATIONAL	180.59	Auto
020526	2/19/2021	BLANDON	DANIEL BLANDON	200.00	Auto
020527	2/19/2021	BOULEVA	BOULEVARD TIRE CENTER	3,352.98	Auto
020528	2/19/2021	CALLAGH	CALLAGHAN TIRE ENTERPRISES INC	1,561.83	Auto
020529	2/19/2021	CINTAS	CINTAS CORPORATION #294	92.32	Auto
020530	2/19/2021	DINGLE	SCOTT DINGLE	1,570.00	Auto
020531	2/19/2021	EMP	EMERGENCY MEDICAL PRODUCTS	5,890.80	Auto
020532	2/19/2021	FDTRAIN	FIRE DEPARTMENT TRAINING NETWORK	300.00	Auto
020533	2/19/2021	FFS	FLORIDA FIRE SYSTEMS, LLC	1,279.60	Auto
020534	2/19/2021	FMPG	FORT MYERS PLUMBING & GAS LLC	480.00	Auto
020535	2/19/2021	FPELRA	FL PUBLIC EMP LABOR RELA ASOC	225.00	Auto
020536	2/19/2021	FPL8590	FL POWER & LIGHT CO.	375.99	Auto
020537	2/19/2021	GAVINS	GAVIN'S ACE HARDWARE	37.41	Auto
020538	2/19/2021	GRAHAM	PAUL GRAHAM	516.00	Auto
020539	2/19/2021	GRALEY	GRALEY MECHANICAL, INC.	150.00	Auto
020540	2/19/2021	HEMPHIL	CLINT HEMPHILL	180.00	Auto
020541	2/19/2021	INSIGHT	INSIGHT PUBLIC SECTOR	2,467.50	Auto
020542	2/19/2021	JANPRO	JAN-PRO CLEANING SYSTEMS OF SWFL	1,965.00	Auto
020543	2/19/2021	KOZA	JOSHUA KOZA	180.00	Auto
020544	2/19/2021	LOWES	LOWE'S	645.71	Auto
020545	2/19/2021	MARCADI	MARCADIS SINGER, PA TRUST ACCOUNT	233.70	Auto
020546	2/19/2021	MARRERO	PETER MARRERO	686.25	Auto
020547	2/19/2021	MARTIN	JASON MARTIN	233.89	Auto
020548	2/19/2021	MES	MUNICIPAL EMERGENCY SVCS, INC.	1,053.08	Auto
020549	2/19/2021	MPORTER	MICHAEL D PORTER	785.00	Auto
020550	2/19/2021	NAFECO	NAFECO	364.25	Auto

Check History Report
Sorted By Check Number
Activity From: 2/1/2021 to 2/28/2021

IONA MCGREGOR FIRE DISTRICT (IMF)

Bank Code: B BANKUNITED - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
020551	2/19/2021	OVERHEA	OVERHEAD DOOR CO OF FORT MYERS	239.60	Auto
020552	2/19/2021	PGIT	PREFERRED GOVERNMENTAL INS TRUST	25,879.33	Auto
020553	2/19/2021	PORT	WEST MARINE PRO	1,485.55	Auto
020554	2/19/2021	PURCHAS	PURCHASE POINT EQUIPMENT SUPPLY LLC	280.00	Auto
020555	2/19/2021	RICOH	RICOH USA, INC.	420.36	Auto
020556	2/19/2021	RYAN	RYAN PETROLEUM	4,356.75	Auto
020557	2/19/2021	SOUTH	SOUTH FL EMERGENCY VEHICLES	3,014.64	Auto
020558	2/19/2021	STATION	STATION AUTOMATION, INC.	7,425.00	Auto
020559	2/19/2021	SWSAC	SOUTHWEST SPECIALTY ADV INC.	32.00	Auto
020560	2/19/2021	TARGET	TARGET SOLUTIONS LEARNING LLC	10,590.00	Auto
020561	2/19/2021	VALVO	SUNSHINE LUBES LLC	382.21	Auto
020562	2/19/2021	WISDOM	JOHN WISDOM	180.00	Auto
020563	2/26/2021	BB&TGF	BB&T GOVERNMENTAL FINANCE	25,011.21	Auto
020564	2/26/2021	CRISMAN	BRIAN CRISMAN	300.00	Auto
020565	2/26/2021	FFS	FLORIDA FIRE SYSTEMS, LLC	450.00	Auto
020566	2/26/2021	FPL0598	FL POWER & LIGHT CO.	1,066.07	Auto
020567	2/26/2021	FPL3327	FL POWER & LIGHT CO.	17.47	Auto
020568	2/26/2021	FPL6245	FL POWER & LIGHT CO.	472.49	Auto
020569	2/26/2021	GOODYR	GOODYEAR RUBBER PRODUCT INC	39.60	Auto
020570	2/26/2021	LEESAR	LEESAR INC	2,516.42	Auto
020571	2/26/2021	MARINE	MARINEMAX	187.00	Auto
020572	2/26/2021	MOTOROL	MOTOROLA SOLUTIONS INC.	18,623.53	Auto
020573	2/26/2021	PRINCIP	PRINCIPAL LIFE INSURANCE CO	15,348.64	Auto
020574	2/26/2021	PROCHIL	DOMENICO PROCHIL	150.00	Auto
020575	2/26/2021	STAND	STANDARD INSURANCE CO.	12,864.37	Auto
W00529	2/1/2021	LOCUMS	LOCUMS DOC, INC	2,083.33	Wire Transfer
W00530	2/5/2021	BU9855	CARDMEMBER SERVICE	4,122.43	Wire Transfer
W00531	2/8/2021	NEWS	NEWS-PRESS MEDIA GROUP	319.06	Wire Transfer
W00532	2/10/2021	CABLE1	COMCAST CABLEVISION	30.00	Wire Transfer
W00533	2/10/2021	CABLE2	COMCAST CABLEVISION	67.50	Wire Transfer
W00534	2/10/2021	CABLE3	COMCAST CABLEVISION	45.00	Wire Transfer
W00535	2/10/2021	CABLE4	COMCAST CABLEVISION	105.00	Wire Transfer
W00536	2/10/2021	UHC	UNITED HEALTHCARE INS. CO.	174,294.21	Wire Transfer
W00537	2/14/2021	PITNEY	PITNEY BOWES PURCHASE POWER	125.00	Wire Transfer
W00538	2/17/2021	CABLE5	COMCAST CABLEVISION	74.88	Wire Transfer
W00539	2/17/2021	T3	T3 COMMUNICATIONS, INC.	7,186.90	Wire Transfer
W00540	2/19/2021	ENTERPR	ENTERPRISE FM TRUST	3,136.08	Wire Transfer
W00541	2/19/2021	PITNEYB	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	11.38	Wire Transfer
W00542	2/18/2021	LCU	LEE COUNTY UTILITIES	869.81	Wire Transfer
W00543	2/26/2021	TECO	TECO	61.51	Wire Transfer
W00544	2/21/2021	VERIZON	VERIZON	1,613.90	Wire Transfer
W00545	2/21/2021	MICROSO	MICROSOFT CORPORATION	1,180.00	Wire Transfer
W00546	2/21/2021	CABLE5	COMCAST CABLEVISION	62.64	Wire Transfer
W00547	2/25/2021	COLLIFE	COLONIAL LIFE PREMIUM PROCESSING	4,110.14	Wire Transfer
Bank B Total:				<u>416,547.53</u>	
Report Total:				<u><u>416,547.53</u></u>	

BOARD MEETING AGENDA ITEM SUMMARY

Board Meeting Date: March 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:

This Agenda Item Summary is continued from the February 17, 2021 Board meeting agenda. The initial Board meeting Agenda Item Summary for the February 17, 2021 Board meeting is attached, together with a copy of the draft Employment Agreement for Assistant Chief Comer.

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

REQUESTED BOARD ACTION:

Action related to the approval of Employment Agreement between the District and Chief Comer.

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: _____



Iona-McGregor Fire District Executive Report

Executive Summary/ March 2021:

GENERAL:

- We are looking forward to the next site visit of the Center for Public Safety Excellency (CPSE) Technical Advisors (TAP) which will be March 29th-31st. The purpose of this visit will be to conduct the next phase of the Strategic Planning process with our internal stakeholders. All participants will be committing to all 3 days. We were directed to have participants from across all ranks and Divisions from the organization to obtain the most benefit in the process. It is not a requirement, but we would like to have 1 Commissioner participate. Please let Chief Howard know ASAP if you are available to commit for the 3 days.

OPERATIONS:

- We are currently one (1) firefighter short of full staffing (80 of 81) shift personnel, with two new hires coming on board.
- County training cooperative has resumed, and we look forward to continued collaboration as agencies recommit to working together.
 - March 2-4th placed focus on multi-company operations
- The busiest portion of brush fire season is now through the start of summer rain patterns and we are hoping for a mild year.
- After a challenging 2020, we are slowly beginning to re-engage in external training and hope to expand on that throughout the year.
- A few personnel were able to attend the Orland Fire Conference for valuable hands-on training (some as instructors) with other fire service professionals.

LOGISTICS:

- E71 acceptance testing scheduled for March 22-24 in Ohio. Expected delivery Early April. Operational late April.
- SQ73 in production. Late May-Early June anticipated completion.
- Hands on evaluation for future air pack replacements beginning next month.
- Marine 70 motor replacement end of month.

Prevention/Pub Ed:

Date: March 2021

INSPECTION VOLUME:	760
VIOLATIONS CLEARED: past year to date	257
% OF MANDATED INSPECTIONS AVERAGE:	98%
CPR / AED CLASSES:	5
CHILD PASSENGER SAFETY:	3
PUBLIC EDU. EVENT(S):	0
EAP PRESENTATIONS:	0
FIRE INVESTIGATIONS:	0

SUPERVISOR'S SUMMARY:

- Busy month; inspections near record volume
- Megan has been working with new recruits to learn more about FD
- New Occupancy permits remain strong/steady

TRAINING/EMS:

- We completed three days of Vent, Enter, Isolate, Search (VEIS) Training. This training prepares the firefighter to perform search by accessing livable space through a window, isolating the room from the fire, searching for victims, and removing them from the structure.
- All personnel participated in the Air Management Drill- During this drill, firefighters get into their bunker gear and self-contained breathing apparatus (SCBA) and perform a series of physical activities to evaluate how well they manage their air.
- Haz-Mat Technicians participated in the monthly, regional, Haz-Mat training.
- Crews participated in the Lee County Cooperative Training. This month's training involved multi company drills in single family residential structures.
- New Hire began their 2-week orientation.

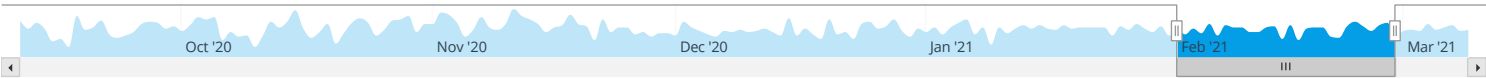
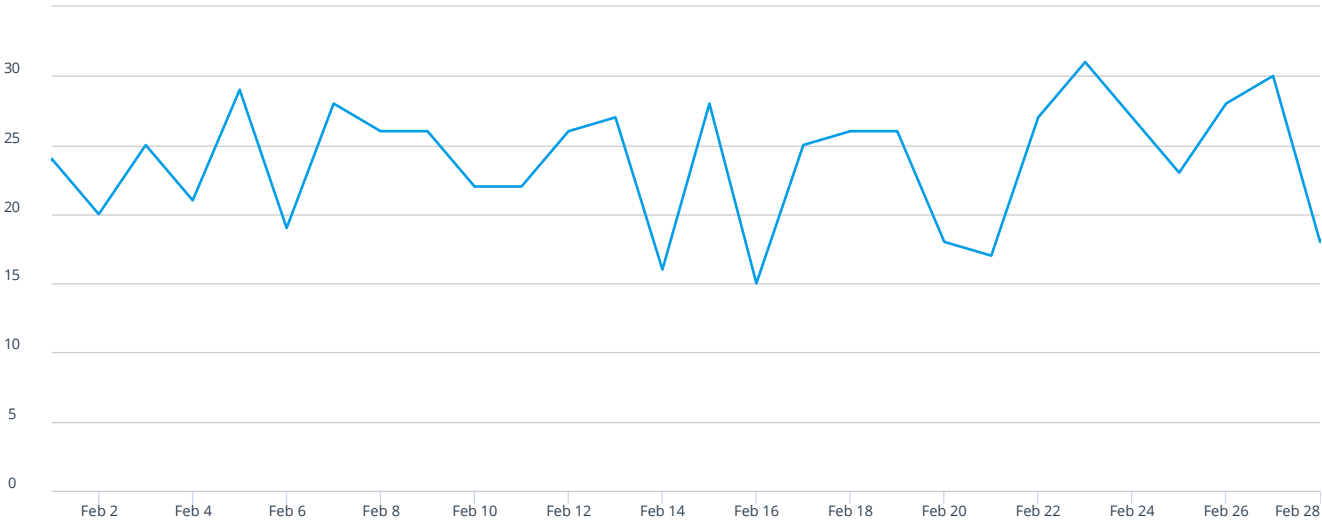
Previous Month ▾
 Feb 1, 2021 - Feb 28, 2021 ▾

55%
 FIRE
 Percentage of Total Incidents

45%
 EMS
 Percentage of Total Incidents

670
 INCIDENTS
 In Selected Time Slice

28
 DAYS
 In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	Total
(11) Structure Fire				3										3
(13) Mobile property (vehicle) fire	1													1
(15) Outside rubbish fire				1										1
(25) Excessive heat, scorch burns with no ignition				1										1
(30) Rescue, emergency medical call (EMS), other	3	6	2	8										19
(31) Medical assist	21	13	9	11										54
(32) Emergency medical service (EMS) incident	47	55	58	66										226
(35) Extrication, rescue	1		1											2
(36) Water or ice-related rescue		1												1
(41) Combustible/f... spills & leaks				1										1
(44) Electrical wiring/equipm.. problem	1	2		1										4
(50) Service call, other				1										1
(51) Person in distress			1											1
(52) Water problem				1										1
(55) Public service assistance	21	19	16	13										69

Week Ending	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	Total
(56) Unauthorized burning	1		1											2
(61) Dispatched and canceled en route	61	56	62	67										246
(62) Wrong location, no emergency found			1											1
(70) False alarm and false call, other	1	3	2	1										7
(71) Malicious, mischievous false alarm	1	3		3										7
(72) Bomb scare			1											1
(73) System or detector malfunction	6	1		4										11
(74) Unintentional system/detect... operation (no fire)	1	6	1	2										10
Total	166	165	155	184										670



IAFF Local 1826

Southwest Florida Professional Fire Fighters & Paramedics District 7 Monthly Report

Meeting Date:

General Information Update:



IAFF Local 1826

Southwest Florida Professional Fire Fighters & Paramedics District 25 Monthly Report

Meeting Date:

General Information Update: