



# Immokalee Fire Control District

## Regular Fire Commission Meeting

### Thursday, November 16, 2017

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1) Call Meeting to Order (State date and time for the record)

**PLEASE TURN OFF OR SILENCE CELL PHONES**

- 2) Pledge of Allegiance
- 3) Invocation or Moment of Silence
- 4) Greet Public and Read Public Comment Statement
- 5) Proof of Publication (Alma to Read Publication)
- 6) Roll Call / Establish a Quorum
- 7) Approval of Agenda; Move, Remove, and/or Add Agenda Items
- 8) Attorney's Report
- 9) Union Report
- 10) Business of the District

#### **I. Consent Agenda**

1. Approval of Previous Minutes:
  - a) Regular Board Meeting Held 10/19/17, 11/9/17
2. YTD Budget to Actual Report
3. Balance Sheet by Fund
4. Monthly Check Register
5. Reconciliation by Account
6. Impact Fee Fund
7. Inspections Report
  - a) Application Fees
  - b) Code Review Fees
  - c) Inspection Fees
  - d) Impact Fees
8. Interim Deputy Chief's Report
9. Fire Chief's Report

#### **II. Old Business**

1. CDBG Land Acquisition
  - a) Public Comment
2. \$500.00 to \$1,000.00 Asset Inventory
  - a) Public Comment
3. FEMA Grant Reimbursement Update
  - a) Public Comment

#### **III. New Business**

1. Election of Officers for Board of Commissioners
  - a) Action Recommended – Internal Discussion Among Board Followed by Election
  - b) Public Comment

2. Awards and Recognitions
  - a) Action Recommended – Publicly Recognize Employee(s)
  - b) Public Comment
3. September 30, 2017 Year End Budget Amendment
  - a) Action Recommended – Discussion/Approval
  - b) Public Comment
4. 2018 Regular Board Meeting Schedule
  - a) Action Recommended – Adoption
  - b) Public Comment
5. Cancel December 2017 Regular Board Meeting
  - a) Action Recommended – Discussion/Approval
  - b) Public Comment
6. Station-32, Ave Maria - Sweet Sparkman and Owen-Aimes-Kimbal Architects that were under agreement for previous Station-31 Project
  - a) Action Recommended – Board Approval and Authorize Manager to Proceed
  - b) Public Comment

11) District Manager Comments

12) Commissioners Comments

13) General Public Comments; Limited to 3 Minutes Per Person

14) Adjourn Meeting (State time for the Record)

Next Scheduled Meeting(s):

- POSSIBLE - Regular Board Meeting: December 21, 2017 @ 6:00pm – Station-30, 502 New Market Rd. East Immokalee, FL 34142

**Fire Commission Meeting  
Immokalee Fire Control District  
Board Meeting Minutes  
October 19, 2017**

These Minutes are a summary of the meeting. Any further information can be obtained by the tape. The minutes will follow the order of the Agenda.

Present Commissioners: Goodnight, Brister, Halman, Keen, Olesky. Chief Michael Choate, Interim Deputy Chief Thomas Cunningham, Board Attorney Kenneth Thompson, Union Vice President Cody Rodgers and members of the Union

- 1) Call meeting to order at 6:00pm by Commissioner Goodnight
- 2) Pledge of Allegiance by Commissioner Goodnight
- 3) Invocation or Moment of Silence let by Commissioner Goodnight
- 4) Greet Public and Read Public Comment Statement by Commissioner Goodnight
- 5) Proof of Publication by Anne Goodnight
- 6) Roll Call / Establish a Quorum by Alma Valladares
- 7) Approval of Agenda; Move, Remove, and/or Add Agenda Items  
**Commissioner Olesky motioned to approve the Agenda and Commissioner Brister seconded the motion. Motion carries unanimously.**
- 8) Attorney's Report  
Attorney Thompson mentioned he didn't have anything.
- 9) Union Report  
Cody Rodgers mentioned that he wanted to congratulate Justin Strickland and his wife for a beautiful healthy baby.
- 10) Business of the District
  - I. Consent Agenda
    1. Approval of the Previous Minutes:
      - a) Final Budget Hearing Held 9/8/17
      - b) Regular Board Meeting Held 9/28/17
    2. YTD Budget to Actual Report
    3. Balance Sheet by Fund
    4. Monthly Check Register
    5. Reconciliation by Account
    4. Inspections Report – NONE THIS MONTH
      - a) Application Fees
      - b) Code Review Fees
      - c) Inspection Fees
      - d) Impact Fees
    5. Interim Deputy Chief's Report
    6. Fire Chief's Report  
**Commissioner Brister motioned to approve the Consent Agenda and Commissioner Halman seconded the motion. Motion carries unanimously.**
  - II. Old Business
    1. Enterprise Fleet Lease Agreement  
Chief Choate discussed with the board.
      - a) Public comment

None

**Commissioner Olesky motioned to the Enterprise Fleet Lease Agreement and Commissioner Halman seconded the motion. Motion carries unanimously.**

2. CDBG Land Acquisition

Chief Choate discussed with the board.

- a) Public Comment

None

3. FEMA Grant Reimbursement Update

Chief Choate that the grant for the 9 fire fighters is closed. One more payroll thru them and then we will be responsible for them.

- a) Public comment

None

III. New Business

1. Awards and Recognitions

Chief Choate discussed with the board and recognized Lt. James Clay Crews for 5 years of service with IFCD.

- a) Action Recommended – Publicly Recognize Employee(s)

- b) Public Comment

None

2. GSG updated Contract for Fire Fees

Chief Choate discussed with the board.

- a) Action Recommended – None

- b) Public Comment

None

**Commissioner Olesky motioned to approve the GSC updated contract for Fire Fees and Commissioner Halman seconded the motion. Motion carries unanimously.**

3. Collective Bargaining Agreement changes between IFCD and Local 4657

Chief Choate discussed with the board with a few couple changes.

- a) Action Recommended-Board Adoption

Commissioners discussed

- b) Public Comment

None

**Commissioner Halman motioned to approve the Collective Bargaining Agreement changes between IFCD and Local 4657 and Commissioner Brister seconded the motion. Motion carries unanimously.**

4. Disposal of Assets

Chief Choate discussed with the board.

- a) Action Recommended-Board Adoption

- b) Public Comment

**Commissioner Halman motions to approve the Disposal of Assets and Commissioner Brister seconded the motion. Motion carries unanimously.**

**Commissioner Halman amends his motions to approve the Disposal of Assets with minimum trade-in would be acceptable from bluebook amount and Commissioner Brister seconded the motion. Motion carries.**

5. Increase Capital Asset/Capital Expenditure Threshold from \$500 to \$1000 per the Allowable Statute.

Chief Choate discussed with the board.

- a) Action Recommended-Board Approval
  - b) Public Comment
- None

**Commissioner Brister motioned to Increase Capital Asset/Capital Expenditure threshold from \$500 to \$1000 starting October 1, 2017 and Commissioner Halman seconded by Commissioner Halman the motion. Motion carries unanimously.**

**Commissioner Brister motioned to amend the 1<sup>st</sup> motion to bring back a list of \$500-\$1000 to approve the Capital Expenditures next meeting and Commissioner Halman seconded the motion. Motion carries unanimously**

6. Station 32, Ave Maria-Sweet Sparkman and Owen-Ames-Kimbal Architects that were under agreement for previous Station 31 Project

Chief Choate discussed with the board

- a. Action Recommended-Board to Waive Bid Policy, Board Approval and authorize Manager to Proceed
  - b. Public Comment
- None

**Commissioner Olesky motioned to approve for Sweet Sparkman and Owen-Ames-Kimbal Architects that were under agreement for previous Station 31 Project if the contract is sufficient with the numbers and Commissioner Halman seconded the motion. Motion carries unanimously.**

**Commissioner Halman motioned to approve for Sweet Sprkman and Owen-Ames-Kimbal Architects that were under agreement for previous Station 31 Project if it's not sufficient with the numbers, we will bid in accordance with the CCNA and Commissioner Olesky seconded the motion. Motion carries unanimously.**

11) District Manager Comments

Chief Choate had nothing

12) Commissioners Comments

Commissioner Goodnight mentioned that hopefully we will have ground breaking of Station 32 a lot sooner than last time.

13) General Public Comments: Limited to 3 Minutes per Person

None

14) Adjourn Meeting at 7:00pm

Next Scheduled Meeting(s):

- Regular Board Meeting: November 16, 2017 at 6pm; Immokalee Fire Control Station 30, 502 New Market Road E., Immokalee, FL 34142

**Fire Commission Meeting  
Immokalee Fire Control District  
Final Budget Adoption (Re-Hearing) Meeting  
November 9, 2017**

These Minutes are a summary of the meeting. Any further information can be obtained by the tape. The minutes will follow the order of the Agenda.

Present Commissioners: Goodnight, Brister, Halman, Keen. Commissioner Olesky not present. Chief Michael Choate, Interim Deputy Chief Thomas Cunningham and members of the Union

- 1) Call meeting to order at 5:15pm by Commissioner Goodnight
- 2) Pledge of Allegiance and Invocation
- 3) Moment of Silence let by Commissioner Goodnight
- 4) Greet Public and Read Public Comment Statement
- 5) Proof of Publication by Commissioner Goodnight
- 6) Roll Call/Establish a Quorum by Chief Choate
- 7) Approval of Agenda; Move, Remove and/or Add Agenda Items  
**Commissioner Halman motioned to approve the Agenda and Commissioner Brister seconded the motion. Motion carries unanimously.**
- 8) Business of the District
  - I. **New Business**
    1. Discussion of Rolled Back Rate  
Chief Choate discussed with the board
    2. Adoption of Fiscal Year 2017-2018 Millage Rate by Resolution 2017-06  
Chief Choate discussed with the board
      - a) Action Recommended – Approval and Adoption
      - b) Public Comment  
None  
**Commissioner Halman motioned to adopt of Fiscal Year 2017-2018 Millage Rate by Resolution 2017-06 and Commissioner Keen seconded the motion. Motion carries unanimously.**
    3. Adoption of Fiscal Year 2017-2018 General Fund Budget by Resolution 2017-07  
Chief Choate discussed with the board
      - a) Action Recommended – Approval and Adoption
      - b) Public Comment  
None  
**Commissioner Brister motioned to adopt of the Final Budget Fiscal Year 2017-2018 General Fund by Resolution 2017-07 and Commissioner Halman seconded the motion. Motion carries unanimously.**
- 9) District Manager Comments  
Chief Choate gave a brief explanation of why we had to have the “re-hearing”.
- 10) Commissioners Comments
- 11) General Public Comments; Limited to 3 minutes per person
- 12) Adjourn Meeting at 5:27pm

Next Scheduled Meeting(s):

- Regular Board Meeting: November 16, 2017 at 6pm at Immokalee Fire Station 30, Immokalee, FL 34142

## IMMOKALEE FIRE CONTROL DISTRICT Profit & Loss Budget vs. Actual

October 2017

	Oct 17	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
300000 · REVENUE BALANCE FORWARD	0.00	1,600,000.00	-1,600,000.00	0.0%
310000 · NEW REVENUE				
311000 · AD VALOREM TAXES - TOTAL				
311100 · AD VALOREM TAXES	20,354.53	3,336,146.00	-3,315,791.47	0.6%
311200 · AD VALOREM TAXES-DEED SALES	0.00	5,000.00	-5,000.00	0.0%
<b>Total 311000 · AD VALOREM TAXES - TOTAL</b>	<b>20,354.53</b>	<b>3,341,146.00</b>	<b>-3,320,791.47</b>	<b>0.6%</b>
331200 · FED GRANT - PUBLIC SAFETY				
331202 · PUBLIC SFTY GRANT - SAFER 2013	7,616.00			
331203 · PUBLIC SFTY GRANT - SAFER 2014	78,958.77	431,660.00	-352,701.23	18.3%
<b>Total 331200 · FED GRANT - PUBLIC SAFETY</b>	<b>86,574.77</b>	<b>431,660.00</b>	<b>-345,085.23</b>	<b>20.1%</b>
333000 · FED PMT IN LIEU OF TAXES (PILT)				
333100 · FED PILT FARM WKRS VILLAGE	0.00	6,650.00	-6,650.00	0.0%
<b>Total 333000 · FED PMT IN LIEU OF TAXES (PILT)</b>	<b>0.00</b>	<b>6,650.00</b>	<b>-6,650.00</b>	<b>0.0%</b>
335210 · STATE FIREFIGHTER SUPP COMP.	0.00	3,840.00	-3,840.00	0.0%
337200 · LOCAL GOVT GRANT - CDGB	0.00	350,000.00	-350,000.00	0.0%
339000 · PILT - OTHER LOCAL GOVERNMENT				
339001 · PILT - SEMINOLE TRIBE CONTRACT	0.00	50,000.00	-50,000.00	0.0%
339002 · PILT - COLLIER COUNTY	0.00	50,000.00	-50,000.00	0.0%
<b>Total 339000 · PILT - OTHER LOCAL GOVERNMENT</b>	<b>0.00</b>	<b>100,000.00</b>	<b>-100,000.00</b>	<b>0.0%</b>
342500 · SERVICE CHARGE - INSPECT FEES				
342501 · INSPECTION FEES - IFCD	4,263.29			
342503 · INSPECTION FEES - New Constr	911.25			
<b>Total 342500 · SERVICE CHARGE - INSPECT FEES</b>	<b>5,174.54</b>			
361100 · INTEREST INCOME	677.59	8,000.00	-7,322.41	8.5%
362000 · RENTS & ROYALTIES INCOME	1,874.12	6,120.00	-4,245.88	30.6%
365000 · SALE OF SURPLUS MATERIALS	0.00	4,500.00	-4,500.00	0.0%
366000 · DONATIONS RECEIVED	0.00	100.00	-100.00	0.0%
369900 · OTHER MISCELLANEOUS REVENUE				
369901 · RETIREE HEALTH INS REIMB	590.64			
369902 · OTHER MISC REVENUE	23,985.08			
369903 · IMMOKALEE WATER/SEWER	0.00	65,000.00	-65,000.00	0.0%
369904 · REIMB. FROM NC - IT SERVICES	0.00	5,000.00	-5,000.00	0.0%
369900 · OTHER MISCELLANEOUS REVENUE - Ot...	50.00	10,000.00	-9,950.00	0.5%
<b>Total 369900 · OTHER MISCELLANEOUS REVENUE</b>	<b>24,625.72</b>	<b>80,000.00</b>	<b>-55,374.28</b>	<b>30.8%</b>
<b>Total 310000 · NEW REVENUE</b>	<b>139,281.27</b>	<b>4,332,016.00</b>	<b>-4,192,734.73</b>	<b>3.2%</b>
<b>Total Income</b>	<b>139,281.27</b>	<b>5,932,016.00</b>	<b>-5,792,734.73</b>	<b>2.3%</b>
<b>Expense</b>				
510000 · PERSONNEL COST				
512000 · SALARIES REGULAR TOTAL				
512100 · SALARIES - OPS & SURPRESSION	79,155.36	1,984,722.00	-1,905,566.64	4.0%
512200 · SALARIES - INSPECTIONS	0.00			
512300 · SALARIES - FY 2013 SAFER - Vol	3,572.64			
512400 · SALARIES - FY 2014 SAFER	41,531.86	0.00	41,531.86	100.0%
<b>Total 512000 · SALARIES REGULAR TOTAL</b>	<b>124,259.86</b>	<b>1,984,722.00</b>	<b>-1,860,462.14</b>	<b>6.3%</b>
513100 · SALARIES PART-TIME TOTAL				
513110 · SALARIES-PART-TIME-OPS & SUPR	2,520.24			
<b>Total 513100 · SALARIES PART-TIME TOTAL</b>	<b>2,520.24</b>			
514100 · OVER TIME PAY - TOTAL				
514110 · OVER TIME PAY - REGULAR	12,549.10	170,000.00	-157,450.90	7.4%
514120 · OVER TIME PAY - INSPECTIONS	0.00			
514140 · OVERTIME TIME- SAFER 2014 GRANT	6,035.35	0.00	6,035.35	100.0%
<b>Total 514100 · OVER TIME PAY - TOTAL</b>	<b>18,584.45</b>	<b>170,000.00</b>	<b>-151,415.55</b>	<b>10.9%</b>
514200 · OVER TIME PAY - FLSA - TOTAL				
514210 · OVER TIME PAY - FLSA - REG	4,886.34			
514220 · OVER TIME PAY - FLSA - INSP	0.00			
514240 · OT PAY - FLSA - 2014 SAFER	3,526.50	0.00	3,526.50	100.0%
<b>Total 514200 · OVER TIME PAY - FLSA - TOTAL</b>	<b>8,412.84</b>	<b>0.00</b>	<b>8,412.84</b>	<b>100.0%</b>

## IMMOKALEE FIRE CONTROL DISTRICT Profit & Loss Budget vs. Actual

October 2017

	Oct 17	Budget	\$ Over Budget	% of Budget
<b>515200 · HOLIDAY PAY TOTAL</b>				
515210 · HOLIDAY PAY - REGULAR	2,506.16	50,000.00	-47,493.84	5.0%
515230 · HOLIDAY PAY-FY 2013 SAFER - Vol	0.00			
515240 · HOLIDAY PAY - FY 2014 SAFER	1,777.68			
<b>Total 515200 · HOLIDAY PAY TOTAL</b>	<b>4,283.84</b>	<b>50,000.00</b>	<b>-45,716.16</b>	<b>8.6%</b>
<b>515300 · TOTAL STATE SUPP COMP</b>				
515310 · STATE SUPP COMP- REGULAR	198.47			
515330 · STATE SUPP COMP- SAFER GRANT 13	46.16			
<b>Total 515300 · TOTAL STATE SUPP COMP</b>	<b>244.63</b>			
<b>516000 · VACATION SELL BACK TOTAL</b>				
516100 · VACATION SELL BACK - REGULAR	5,053.56	9,000.00	-3,946.44	56.2%
<b>Total 516000 · VACATION SELL BACK TOTAL</b>	<b>5,053.56</b>	<b>9,000.00</b>	<b>-3,946.44</b>	<b>56.2%</b>
<b>517000 · SICK LEAVE SELL BACK TOTAL</b>				
517100 · SICK LEAVE SELL BACK - REG	1,384.80	55,000.00	-53,615.20	2.5%
<b>Total 517000 · SICK LEAVE SELL BACK TOTAL</b>	<b>1,384.80</b>	<b>55,000.00</b>	<b>-53,615.20</b>	<b>2.5%</b>
<b>521000 · FICA (SOC SEC/MEDICARE) TOTAL</b>				
521100 · FICA - REGULAR	12,476.89	151,831.00	-139,354.11	8.2%
<b>Total 521000 · FICA (SOC SEC/MEDICARE) TOTAL</b>	<b>12,476.89</b>	<b>151,831.00</b>	<b>-139,354.11</b>	<b>8.2%</b>
<b>522000 · RETIREMENT TOTAL</b>				
522100 · RETIREMENT - REGULAR	191.71	460,578.00	-460,386.29	0.0%
522000 · RETIREMENT TOTAL - Other	36,863.99			
<b>Total 522000 · RETIREMENT TOTAL</b>	<b>37,055.70</b>	<b>460,578.00</b>	<b>-423,522.30</b>	<b>8.0%</b>
<b>523000 · GROUP INSURANCE</b>				
523100 · HEALTH INSURANCE				
523110 · Regular	0.00	0.00	0.00	0.0%
523150 · AFLAC INSURANCE	0.00			
523100 · HEALTH INSURANCE - Other	41,430.16			
<b>Total 523100 · HEALTH INSURANCE</b>	<b>41,430.16</b>	<b>0.00</b>	<b>41,430.16</b>	<b>100.0%</b>
523000 · GROUP INSURANCE - Other	3,335.73	587,972.00	-584,636.27	0.6%
<b>Total 523000 · GROUP INSURANCE</b>	<b>44,765.89</b>	<b>587,972.00</b>	<b>-543,206.11</b>	<b>7.6%</b>
<b>524000 · WORKERS' COMP TOTAL</b>				
524100 · WKRS' COMP - REGULAR	7,268.08	103,794.00	-96,525.92	7.0%
<b>Total 524000 · WORKERS' COMP TOTAL</b>	<b>7,268.08</b>	<b>103,794.00</b>	<b>-96,525.92</b>	<b>7.0%</b>
<b>525000 · UNEMPLOYMENT TOTAL</b>				
525100 · UNEMPLOYMENT - REGULAR	0.00			
<b>Total 525000 · UNEMPLOYMENT TOTAL</b>	<b>0.00</b>			
<b>Total 510000 · PERSONNEL COST</b>	<b>266,310.78</b>	<b>3,572,897.00</b>	<b>-3,306,586.22</b>	<b>7.5%</b>
<b>530000 · OPERATING EXPENDITURES</b>				
531100 · EMPLOYEE PHYSICALS TOTAL				
531110 · EMPLOYEE PHYSICALS - REGULAR	0.00	8,300.00	-8,300.00	0.0%
<b>Total 531100 · EMPLOYEE PHYSICALS TOTAL</b>	<b>0.00</b>	<b>8,300.00</b>	<b>-8,300.00</b>	<b>0.0%</b>
531200 · LEGAL FEES	1,275.00	31,000.00	-29,725.00	4.1%
531310 · PROPERTY APPRAISER	3,539.76	23,363.00	-19,813.24	15.2%
531320 · TAX COLLECTOR	0.00	63,211.00	-63,211.00	0.0%
531400 · PROFESSIONAL SERVICES				
531421 · IT Consultant (TeamLogic IT)	384.50			
531400 · PROFESSIONAL SERVICES - Other	7,029.00	20,000.00	-12,971.00	35.1%
<b>Total 531400 · PROFESSIONAL SERVICES</b>	<b>7,413.50</b>	<b>20,000.00</b>	<b>-12,586.50</b>	<b>37.1%</b>
532100 · AUDIT	1,000.00	35,000.00	-34,000.00	2.9%
532200 · ACCOUNTANT	0.00	10,000.00	-10,000.00	0.0%
534200 · CONTRACT SVCS - Logisitics/IT	1,242.50	12,060.00	-10,817.50	10.3%
534300 · ADMIN MOU	0.00	25,000.00	-25,000.00	0.0%
534400 · CONSULTANT - FIRE ASSESSMT FEE	0.00	20,000.00	-20,000.00	0.0%
540000 · TRAVEL AND PER DIEM TOTAL	212.21	12,500.00	-12,287.79	1.7%



## IMMOKALEE FIRE CONTROL DISTRICT

## Profit &amp; Loss Budget vs. Actual

October 2017

	Oct 17	Budget	\$ Over Budget	% of Budget
<b>541000 · COMMUNICATIONS</b>				
<b>541100 · TELEPHONE / INTERNET</b>				
541110 · Comcast - Station 30	332.55			
<b>Total 541100 · TELEPHONE / INTERNET</b>	332.55			
<b>541400 · VERIZON</b>	524.21			
541000 · COMMUNICATIONS - Other	575.59	15,000.00	-14,424.41	3.8%
<b>Total 541000 · COMMUNICATIONS</b>	1,432.35	15,000.00	-13,567.65	9.5%
<b>542100 · POSTAGE</b>	0.00	600.00	-600.00	0.0%
<b>542200 · SHIPPING</b>	91.66	900.00	-808.34	10.2%
<b>543000 · UTILITIES</b>				
<b>543100 · ELECTRICAL POWER</b>	1,230.79	15,000.00	-13,769.21	8.2%
<b>543200 · WATER/SEWER</b>				
543210 · Water/Sewer - Station 30	212.80			
543200 · WATER/SEWER - Other	81.65	4,000.00	-3,918.35	2.0%
<b>Total 543200 · WATER/SEWER</b>	294.45	4,000.00	-3,705.55	7.4%
<b>543400 · GARBAGE</b>	59.50	1,500.00	-1,440.50	4.0%
<b>Total 543000 · UTILITIES</b>	1,584.74	20,500.00	-18,915.26	7.7%
<b>545000 · LIABILITY INSURANCE</b>	0.00	57,400.00	-57,400.00	0.0%
<b>546100 · REPAIR &amp; MAINT VEHICLE</b>				
546110 · R&M VEHICLE - OPS AND ADMIN	1,722.53	0.00	1,722.53	100.0%
546100 · REPAIR & MAINT VEHICLE - Other	1,287.59	61,500.00	-60,212.41	2.1%
<b>Total 546100 · REPAIR &amp; MAINT VEHICLE</b>	3,010.12	61,500.00	-58,489.88	4.9%
<b>546200 · REPAIR &amp; MAINT EQUIP</b>				
546201 · R&M F.F. & RESCUE EQUIP	0.00	39,000.00	-39,000.00	0.0%
546204 · R&M BUNKER GEAR	0.00	7,500.00	-7,500.00	0.0%
<b>Total 546200 · REPAIR &amp; MAINT EQUIP</b>	0.00	46,500.00	-46,500.00	0.0%
<b>546300 · REPAIR &amp; MAINT BLDG</b>				
546310 · R&M - BLDG - Station 30	13,904.00			
546300 · REPAIR & MAINT BLDG - Other	1,022.32	20,000.00	-18,977.68	5.1%
<b>Total 546300 · REPAIR &amp; MAINT BLDG</b>	14,926.32	20,000.00	-5,073.68	74.6%
<b>546400 · REPAIR &amp; MAINT GENERATORS</b>				
546410 · R&M - GENERATORS - STN 30	925.00			
546400 · REPAIR & MAINT GENERATORS - Other	0.00	2,000.00	-2,000.00	0.0%
<b>Total 546400 · REPAIR &amp; MAINT GENERATORS</b>	925.00	2,000.00	-1,075.00	46.3%
<b>546500 · HVAC Maintenance</b>	0.00	1,000.00	-1,000.00	0.0%
<b>546600 · PEST CONTROL</b>				
546610 · PEST CONTROL - Station 30	60.00			
546620 · PEST CONTROL - Station 31	60.00			
546600 · PEST CONTROL - Other	0.00	1,125.00	-1,125.00	0.0%
<b>Total 546600 · PEST CONTROL</b>	120.00	1,125.00	-1,005.00	10.7%
<b>546700 · LAWN CARE</b>	0.00	1,500.00	-1,500.00	0.0%
<b>547000 · PRINTING AND BINDING</b>	0.00	250.00	-250.00	0.0%
<b>548100 · LEGAL ADVERTISING</b>	3.18	2,800.00	-2,796.82	0.1%
<b>548210 · PUBLIC EDUCATION</b>	0.00	2,500.00	-2,500.00	0.0%
<b>548220 · EXPLORER PROGRAM</b>	0.00	2,000.00	-2,000.00	0.0%
<b>549300 · MISCELLANEOUS EXPENSE</b>	1,742.38	1,500.00	242.38	116.2%
<b>551000 · OFFICE SUPPLIES</b>				
551100 · OFFICE SUPPLIES - GENERAL	93.61			
551000 · OFFICE SUPPLIES - Other	120.46	3,000.00	-2,879.54	4.0%
<b>Total 551000 · OFFICE SUPPLIES</b>	214.07	3,000.00	-2,785.93	7.1%
<b>552100 · EMS SUPPLIES</b>	6.10	25,000.00	-24,993.90	0.0%
<b>552110 · F.F. RESCUE SUPPLIES</b>	0.00	10,500.00	-10,500.00	0.0%
<b>552120 · SUPPLIES - OPERATING</b>	0.00	4,000.00	-4,000.00	0.0%
<b>552130 · MINOR EQUIPMENT</b>	1,028.48	4,500.00	-3,471.52	22.9%
<b>552140 · BUNKER GEAR SUPPLIES</b>	0.00	15,000.00	-15,000.00	0.0%
<b>552150 · STATION (JANITORIAL) SUPPLIES</b>	771.83	5,750.00	-4,978.17	13.4%

## IMMOKALEE FIRE CONTROL DISTRICT Profit & Loss Budget vs. Actual

October 2017

	Oct 17	Budget	\$ Over Budget	% of Budget
<b>552180 · FUEL &amp; OIL</b>				
552181 · FUEL & OIL - OPERATIONS	3,536.69			
552180 · FUEL & OIL - Other	15.07	40,625.00	-40,609.93	0.0%
<b>Total 552180 · FUEL &amp; OIL</b>	<b>3,551.76</b>	<b>40,625.00</b>	<b>-37,073.24</b>	<b>8.7%</b>
<b>552200 · UNIFORMS</b>				
552210 · UNIFORMS - OPERATIONS	536.83			
552200 · UNIFORMS - Other	3,269.29	21,000.00	-17,730.71	15.6%
<b>Total 552200 · UNIFORMS</b>	<b>3,806.12</b>	<b>21,000.00</b>	<b>-17,193.88</b>	<b>18.1%</b>
<b>552300 · PHYS. FITNESS EQUIPMENT</b>	0.00	1,200.00	-1,200.00	0.0%
<b>552410 · COMPUTER EQUIPMENT</b>	97.65	1,500.00	-1,402.35	6.5%
<b>552420 · COMPUTER SOFTWARE &amp; TRAINING</b>	468.00	4,000.00	-3,532.00	11.7%
<b>552500 · FURNITURE</b>	0.00	7,800.00	-7,800.00	0.0%
<b>554100 · BOOKS &amp; DUES</b>	0.00	4,800.00	-4,800.00	0.0%
<b>555000 · EDUCATION/TRAINING</b>				
555100 · EDUC/TRAINING - OPS/ADMIN	710.00			
555000 · EDUCATION/TRAINING - Other	639.34	52,500.00	-51,860.66	1.2%
<b>Total 555000 · EDUCATION/TRAINING</b>	<b>1,349.34</b>	<b>52,500.00</b>	<b>-51,150.66</b>	<b>2.6%</b>
<b>Total 530000 · OPERATING EXPENDITURES</b>	<b>49,812.07</b>	<b>698,674.00</b>	<b>-648,861.93</b>	<b>7.1%</b>
<b>560000 · CAPITAL OUTLAY</b>				
561000 · CAP OUTLAY - LAND	0.00	350,000.00	-350,000.00	0.0%
564000 · CAP OUTLAY - MACH & EQUIP				
564300 · CAP OUTLAY - FURNITURE/OFFICE	0.00	3,500.00	-3,500.00	0.0%
564600 · CAP OUTLAY - VEHICLES	0.00	8,500.00	-8,500.00	0.0%
<b>Total 564000 · CAP OUTLAY - MACH &amp; EQUIP</b>	<b>0.00</b>	<b>12,000.00</b>	<b>-12,000.00</b>	<b>0.0%</b>
565000 · CAP OUTLAY - BLDG CONSTR	0.00	0.00	0.00	0.0%
<b>Total 560000 · CAPITAL OUTLAY</b>	<b>0.00</b>	<b>362,000.00</b>	<b>-362,000.00</b>	<b>0.0%</b>
<b>599000 · RESERVES</b>				
599100 · CONTINGENCY UNASSIGNED	0.00	127,513.00	-127,513.00	0.0%
599400 · RESERVE ASSIGNED FOR DISASTER	0.00	270,933.00	-270,933.00	0.0%
599700 · RESERVE FOR FY START-UP	0.00	900,000.00	-900,000.00	0.0%
<b>Total 599000 · RESERVES</b>	<b>0.00</b>	<b>1,298,446.00</b>	<b>-1,298,446.00</b>	<b>0.0%</b>
<b>66000 · PAYROLL EXPENSES</b>	6.13			
<b>Total Expense</b>	<b>316,128.98</b>	<b>5,932,017.00</b>	<b>-5,615,888.02</b>	<b>5.3%</b>
<b>Net Income</b>	<b>-176,847.71</b>	<b>-1.00</b>	<b>-176,846.71</b>	<b>17,684,771.0%</b>



# Immokalee Fire Control District

502 New Market Road East, Immokalee, FL. 34142

Michael J. Choate, Fire Chief

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## BALANCE SHEET BY FUND

NOVEMBER 16, 2017

Money Market Account	\$ 1,421,844.16
Impact Fee Account	\$ 4,131,092.53
Cash/Operating Account	\$ 46,998.47

IMMOKALEE FIRE CONTROL DISTRICT

11/8/2017 2:22 PM

Register: 101000 · FNB CHECKING

From 10/01/2017 through 10/31/2017

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/02/2017			-split-	Deposit		X	4,445.85	8,254.16
10/04/2017			102000 · FNB MONE...	Funds Transfer		X	200,000.00	208,254.16
10/06/2017	DD	DEREK A NEUMAN	-split-		1,935.61	X		206,318.55
10/06/2017	DD	AGUSTIN RODRIG...	-split-		1,151.73	X		205,166.82
10/06/2017	DD	ALEXANDER M IH...	-split-		1,123.50	X		204,043.32
10/06/2017	DD	ALMA VALLADAR...	-split-		779.50	X		203,263.82
10/06/2017	DD	ANDRE COTILLA	-split-		1,019.25	X		202,244.57
10/06/2017	DD	ANDRE R BEAUDE...	-split-		1,138.29	X		201,106.28
10/06/2017	DD	ALAN T DAVIS	-split-		3,554.26	X		197,552.02
10/06/2017	DD	BEKER ESCALANTE	-split-		1,117.52	X		196,434.50
10/06/2017	DD	BRIAN E HUGHES	-split-		1,731.77	X		194,702.73
10/06/2017	DD	BRYANT BRUZOS	-split-		1,092.94	X		193,609.79
10/06/2017	DD	CHRISTIAN J BAR...	-split-		1,045.29	X		192,564.50
10/06/2017	DD	CODY A RODGERS	-split-		2,312.89	X		190,251.61
10/06/2017	DD	DAVID A LEES JR	-split-		1,367.67	X		188,883.94
10/06/2017	DD	DAVID L PATTERS...	-split-		1,997.74	X		186,886.20
10/06/2017	DD	ELJON LAKO	-split-		1,119.36	X		185,766.84
10/06/2017	DD	GREGORY R SMITH	-split-		1,512.94	X		184,253.90
10/06/2017	DD	JAMES A LANGLOIS	-split-		1,087.34	X		183,166.56
10/06/2017	DD	JAMES GENET	-split-		541.81	X		182,624.75
10/06/2017	DD	JAMES L CREWS	-split-		1,294.37	X		181,330.38
10/06/2017	DD	JAMES P EIDEL	-split-		1,878.78	X		179,451.60
10/06/2017	DD	JAVIER E BARCELA	-split-		2,211.06	X		177,240.54
10/06/2017	DD	JESSIE NECOLETT...	-split-		1,380.69	X		175,859.85
10/06/2017	DD	JOSHUA D BAUER	-split-		1,911.82	X		173,948.03
10/06/2017	DD	JOSUE D GONZAL...	-split-		1,598.89	X		172,349.14
10/06/2017	DD	JUSTIN K STRICKL...	-split-		2,082.14	X		170,267.00
10/06/2017	DD	MICHAEL J CHOATE	-split-		3,196.76	X		167,070.24
10/06/2017	DD	MICHAEL MINNE...	-split-		101.06	X		166,969.18
10/06/2017	DD	MITCHELL VAN TI...	-split-		1,280.92	X		165,688.26
10/06/2017	DD	PAUL W DEVAN	-split-		1,075.15	X		164,613.11
10/06/2017	DD	RAUL DIMAS JR	-split-		2,941.92	X		161,671.19
10/06/2017	DD	ROBERT C ROOKA...	-split-		2,154.35	X		159,516.84
10/06/2017	DD	ROBERTO MENDO...	-split-		3,232.56	X		156,284.28
10/06/2017	DD	THOMAS J MANNI...	-split-		1,389.81	X		154,894.47
10/06/2017	DD	THOMAS K CUNNI...	-split-		2,214.88	X		152,679.59
10/06/2017	DD	TYLER C KARCHER	-split-		1,029.83	X		151,649.76
10/06/2017	DD	WINSTON C SUM...	-split-		2,497.22	X		149,152.54
10/06/2017	34723	Allen's Auto Parts	200000 · ACCOUNTS ...		727.52	X		148,425.02
10/06/2017	34724	Auto Zone Inc.	200000 · ACCOUNTS ...		438.87	X		147,986.15

IMMOKALEE FIRE CONTROL DISTRICT

11/8/2017 2:22 PM

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From 10/01/2017 through 10/31/2017

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/06/2017	34725	B&L HARDWARE	200000 · ACCOUNTS ...		3,341.93	X		144,644.22
10/06/2017	34726	Culligan Water	200000 · ACCOUNTS ...		132.98	X		144,511.24
10/06/2017	34727	Cummins Power South	200000 · ACCOUNTS ...		2,215.13	X		142,296.11
10/06/2017	34728	DIRECTV	200000 · ACCOUNTS ...		444.22	X		141,851.89
10/06/2017	34729	Everglades Equipment	200000 · ACCOUNTS ...		1,051.30	X		140,800.59
10/06/2017	34730	FYR-FYTER INC	200000 · ACCOUNTS ...		441.25	X		140,359.34
10/06/2017	34731	Immokalee Water & ...	200000 · ACCOUNTS ...		133.14	X		140,226.20
10/06/2017	34732	Jack and Ann's Feed ...	200000 · ACCOUNTS ...		1,180.00	X		139,046.20
10/06/2017	34733	Jason Burr	200000 · ACCOUNTS ...		1,005.00	X		138,041.20
10/06/2017	34734	John Collins Auto Pa...	200000 · ACCOUNTS ...		310.06	X		137,731.14
10/06/2017	34735	Kenneth K. Thompso...	200000 · ACCOUNTS ...		1,100.00	X		136,631.14
10/06/2017	34736	Municipal Emergenc...	200000 · ACCOUNTS ...		569.00	X		136,062.14
10/06/2017	34737	P.G.I.T.	200000 · ACCOUNTS ...		22,004.25	X		114,057.89
10/06/2017	34738	Robert Francway	200000 · ACCOUNTS ...		320.00	X		113,737.89
10/06/2017	34739	Robert Rookard	200000 · ACCOUNTS ...		530.00	X		113,207.89
10/06/2017	34740	Sunnyland Country S...	200000 · ACCOUNTS ...		900.00	X		112,307.89
10/06/2017	34741	Tamiami Ford	200000 · ACCOUNTS ...		78.90	X		112,228.99
10/06/2017	34742	Torcivia, Donlon, Go...	200000 · ACCOUNTS ...		4,300.38	X		107,928.61
10/06/2017	34743	Transportation Contr...	200000 · ACCOUNTS ...		9,950.00	X		97,978.61
10/06/2017	34744	Waste Connections o...	200000 · ACCOUNTS ...		59.50	X		97,919.11
10/09/2017	34745	MICHAEL J CHOATE	-split-		3,468.72	X		94,450.39
10/10/2017	ACH	United States Treasury	-split-	59-2198877	1,872.96	X		92,577.43
10/11/2017	34746	Professional Fire Fig...	223000 · PAYROLL L...		1,438.84	X		91,138.59
10/11/2017	34747	DAVID A LEES JR	-split-		239.87			90,898.72
10/11/2017	34748	ROBERTO MENDO...	-split-		887.31	X		90,011.41
10/13/2017	34749	Cardmember Service	200000 · ACCOUNTS ...		5,128.70	X		84,882.71
10/13/2017	34750	Owen-Ames-Kimball...	200000 · ACCOUNTS ...		13,904.00	X		70,978.71
10/13/2017	ACH	United States Treasury	-split-	59-2198877	335.90	X		70,642.81
10/17/2017			102000 · FNB MONE...	Funds Transfer		X	100,000.00	170,642.81
10/17/2017	34751	Comcast	200000 · ACCOUNTS ...	VOID: Check ...		X		170,642.81
10/17/2017	34752	Conduent Business S...	200000 · ACCOUNTS ...		7,029.00	X		163,613.81
10/17/2017	34753	Culligan Water	200000 · ACCOUNTS ...	Acct# 1128164	18.99	X		163,594.82
10/17/2017	34754	David Patterson	200000 · ACCOUNTS ...		100.00	X		163,494.82
10/17/2017	34755	DAVIS OIL CO.,INC.	200000 · ACCOUNTS ...		3,685.08	X		159,809.74
10/17/2017	34756	Grounds Force P.M.	200000 · ACCOUNTS ...		125.00			159,684.74
10/17/2017	34757	Immokalee Water & ...	200000 · ACCOUNTS ...		212.80	X		159,471.94
10/17/2017	34758	Konica Minolta Busi...	200000 · ACCOUNTS ...		89.48	X		159,382.46
10/17/2017	34759	Law Enforcement Su...	200000 · ACCOUNTS ...		1,237.10	X		158,145.36
10/17/2017	34760	Marby Brothers, Inc;	200000 · ACCOUNTS ...		925.00	X		157,220.36
10/17/2017	34761	Medical Career Instit...	200000 · ACCOUNTS ...		450.00			156,770.36

IMMOKALEE FIRE CONTROL DISTRICT

11/8/2017 2:22 PM

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/17/2017	34762	Municipal Emergenc...	200000 · ACCOUNTS ...		648.82	X		156,121.54
10/17/2017	34763	Naples Daily News	200000 · ACCOUNTS ...	Order#174305...	3,453.80	X		152,667.74
10/17/2017	34764	Office Depot	200000 · ACCOUNTS ...		83.01	X		152,584.73
10/17/2017	34765	REV Technical Center	200000 · ACCOUNTS ...		574.03	X		152,010.70
10/17/2017	34766	Smarsh Inc.	200000 · ACCOUNTS ...		170.50	X		151,840.20
10/17/2017	34767	Target Solutions Lea...	200000 · ACCOUNTS ...		4,705.00	X		147,135.20
10/17/2017	34768	TeamLogic IT	200000 · ACCOUNTS ...		384.50	X		146,750.70
10/17/2017	34769	WEX Bank	200000 · ACCOUNTS ...		2,362.53	X		144,388.17
10/17/2017	34770	Zoological Pest Cont...	200000 · ACCOUNTS ...		120.00	X		144,268.17
10/19/2017	34771	Comcast	200000 · ACCOUNTS ...		332.55	X		143,935.62
10/20/2017	DD	AGUSTIN RODRIG...	-split-		1,292.48	X		142,643.14
10/20/2017	DD	ALAN T DAVIS	-split-		2,122.46	X		140,520.68
10/20/2017	DD	ALEXANDER M IH...	-split-		1,106.70	X		139,413.98
10/20/2017	DD	ALMA VALLADAR...	-split-		1,003.63	X		138,410.35
10/20/2017	DD	ANDRE COTILLA	-split-		1,133.25	X		137,277.10
10/20/2017	DD	ANDRE R BEAUDE...	-split-		1,191.53	X		136,085.57
10/20/2017	DD	BEKER ESCALANTE	-split-		1,116.95	X		134,968.62
10/20/2017	DD	BRIAN E HUGHES	-split-		1,593.12	X		133,375.50
10/20/2017	DD	BRYANT BRUZOS	-split-		1,454.81	X		131,920.69
10/20/2017	DD	CHRISTIAN J BAR...	-split-		1,098.54	X		130,822.15
10/20/2017	DD	CODY A RODGERS	-split-		2,567.66	X		128,254.49
10/20/2017	DD	DAVID A LEES JR	-split-		1,143.83	X		127,110.66
10/20/2017	DD	DAVID L PATTERS...	-split-		2,089.10	X		125,021.56
10/20/2017	DD	DEREK A NEUMAN	-split-		1,436.08	X		123,585.48
10/20/2017	DD	DEREK TRUBIANO	-split-		273.72	X		123,311.76
10/20/2017	DD	ELJON LAKO	-split-		1,167.62	X		122,144.14
10/20/2017	DD	GREGORY R SMITH	-split-		1,492.75	X		120,651.39
10/20/2017	DD	JAMES A LANGLOIS	-split-		1,399.30	X		119,252.09
10/20/2017	DD	JAMES GENET	-split-		727.44	X		118,524.65
10/20/2017	DD	JAMES L CREWS	-split-		1,763.45	X		116,761.20
10/20/2017	DD	JAMES P EIDEL	-split-		1,533.17	X		115,228.03
10/20/2017	DD	JAVIER E BARCELA	-split-		1,979.83	X		113,248.20
10/20/2017	DD	JESSIE NECOLETT...	-split-		1,481.20	X		111,767.00
10/20/2017	DD	JOSHUA D BAUER	-split-		2,635.09	X		109,131.91
10/20/2017	DD	JOSUE D GONZAL...	-split-		1,507.03	X		107,624.88
10/20/2017	DD	JUSTIN K STRICKL...	-split-		1,791.46	X		105,833.42
10/20/2017	DD	MICHAEL J CHOATE	-split-		3,196.76	X		102,636.66
10/20/2017	DD	MICHAEL MINNE...	-split-		499.42	X		102,137.24
10/20/2017	DD	MITCHELL VAN TL...	-split-		1,116.95	X		101,020.29
10/20/2017	DD	PAUL W DEVAN	-split-		1,850.26	X		99,170.03

IMMOKALEE FIRE CONTROL DISTRICT

11/8/2017 2:22 PM

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10/20/2017	DD	RAUL DIMAS JR	-split-		2,301.98	X		96,868.05
10/20/2017	DD	ROBERT C ROOKA...	-split-		1,247.84	X		95,620.21
10/20/2017	DD	ROBERTO MENDO...	-split-		2,273.57	X		93,346.64
10/20/2017	DD	THOMAS J MANNI...	-split-		1,518.98	X		91,827.66
10/20/2017	DD	THOMAS K CUNNI...	-split-		2,787.81	X		89,039.85
10/20/2017	DD	TYLER C KARCHER	-split-		1,116.94	X		87,922.91
10/20/2017	DD	WINSTON C SUM...	-split-		2,342.41	X		85,580.50
10/20/2017	ACH	United States Treasury	-split-	59-2198877	21,736.76	X		63,843.74
10/26/2017			102000 · FNB MONE...	Funds Transfer		X	100,000.00	163,843.74
10/30/2017	34772	Alpha Chemical & Ja...	200000 · ACCOUNTS ...		783.78			163,059.96
10/30/2017	34773	Bartow Ford Company	200000 · ACCOUNTS ...		1,028.48			162,031.48
10/30/2017	34774	Collier County Prope...	200000 · ACCOUNTS ...		3,539.76			158,491.72
10/30/2017	34775	Comcast	200000 · ACCOUNTS ...		151.68			158,340.04
10/30/2017	34776	Culligan Water	200000 · ACCOUNTS ...		27.49			158,312.55
10/30/2017	34777	Cummins Power South	200000 · ACCOUNTS ...		214.57			158,097.98
10/30/2017	34778	Grainger	200000 · ACCOUNTS ...		241.20			157,856.78
10/30/2017	34779	Joshua D. Bauer	200000 · ACCOUNTS ...		150.00	X		157,706.78
10/30/2017	34780	Kenneth K. Thompso...	200000 · ACCOUNTS ...		1,100.00			156,606.78
10/30/2017	34781	Lee County Electric ...	200000 · ACCOUNTS ...		1,230.79			155,375.99
10/30/2017	34782	Municipal Emergenc...	200000 · ACCOUNTS ...		388.33			154,987.66
10/30/2017	34783	Municipal Emergenc...	200000 · ACCOUNTS ...		693.87			154,293.79
10/30/2017	34784	Office Depot	200000 · ACCOUNTS ...		27.50			154,266.29
10/30/2017	34785	P.G.I.T.	200000 · ACCOUNTS ...		7,268.08			146,998.21
10/30/2017	34786	Principal Life Insura...	200000 · ACCOUNTS ...		3,335.73			143,662.48
10/30/2017	34787	REV Technical Center	200000 · ACCOUNTS ...		457.77			143,204.71
10/30/2017	34788	Self Insured Plans LLC	200000 · ACCOUNTS ...		41,430.16			101,774.55
10/30/2017	34789	Thomas Manning	200000 · ACCOUNTS ...		160.00			101,614.55
10/30/2017	34790	UPS	200000 · ACCOUNTS ...	VOID: Have cr...		X		101,614.55
10/30/2017	34791	Verizon	200000 · ACCOUNTS ...		524.21			101,090.34
10/31/2017	ACH	United States Treasury	-split-	59-2198877	22,542.16	X		78,548.18
10/31/2017	ACH	United States Treasury	-split-	59-2198877	24,490.94			54,057.24
10/31/2017	ACH	FL Division of Retire...	-split-		41,880.86			12,176.38
10/31/2017	ACH	AFLAC	200000 · ACCOUNTS ...		2,223.00	X		9,953.38
10/31/2017			102000 · FNB MONE...	Funds Transfer		X	100,000.00	109,953.38

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11/06/17

**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Summary**  
101000 - FNB CHECKING, Period Ending 10/31/2017

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	Oct 31, 17
<b>Beginning Balance</b>	96,187.26
<b>Cleared Transactions</b>	
Checks and Payments - 144 items	-346,185.66
Deposits and Credits - 8 Items	504,445.85
<b>Total Cleared Transactions</b>	158,260.19
<b>Cleared Balance</b>	<u>254,447.45</u>
<b>Uncleared Transactions</b>	
Checks and Payments - 35 items	-144,494.07
<b>Total Uncleared Transactions</b>	-144,494.07
<b>Register Balance as of 10/31/2017</b>	<u>109,953.38</u>
<b>New Transactions</b>	
Checks and Payments - 35 items	-62,954.91
<b>Total New Transactions</b>	-62,954.91
<b>Ending Balance</b>	<u><u>46,998.47</u></u>



**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Detail**  
101000 · FNB CHECKING, Period Ending 10/31/2017

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						96,187.26
<b>Cleared Transactions</b>						
<b>Checks and Payments - 144 items</b>						
Liability Check	08/07/2017	34618	Professional Fire Fig...	X	-1,438.84	-1,438.84
Bill Pmt -Check	09/01/2017	34696	North Collier Fire Co...	X	-5,094.69	-6,533.53
Bill Pmt -Check	09/01/2017	34704	Waste Connections ...	X	-59.50	-6,593.03
Bill Pmt -Check	09/27/2017	34717	Self Insured Plans L...	X	-41,430.16	-48,023.19
Bill Pmt -Check	09/27/2017	34711	Lutkert Insurance-	X	-14,331.00	-62,354.19
Bill Pmt -Check	09/27/2017	34719	Tuscan & Company,...	X	-5,800.00	-68,154.19
Bill Pmt -Check	09/27/2017	34715	Principal Life Insura...	X	-3,335.73	-71,489.92
Bill Pmt -Check	09/27/2017	34710	Lee County Electric ...	X	-1,585.71	-73,075.63
Bill Pmt -Check	09/27/2017	34718	Toy's Auto Repair	X	-814.22	-73,889.85
Bill Pmt -Check	09/27/2017	34720	Verizon	X	-561.13	-74,450.98
Bill Pmt -Check	09/27/2017	34709	Larry H. Ray	X	-508.56	-74,959.54
Bill Pmt -Check	09/27/2017	34706	Comcast	X	-483.88	-75,443.42
Bill Pmt -Check	09/27/2017	34708	Immokalee Water & ...	X	-185.34	-75,628.76
Bill Pmt -Check	09/27/2017	34712	Municipal Emergenc...	X	-127.36	-75,756.12
Bill Pmt -Check	09/27/2017	34713	Naples Urgent Care	X	-60.00	-75,816.12
Bill Pmt -Check	09/27/2017	34716	Robert Rookard	X	-53.45	-75,869.57
Bill Pmt -Check	09/27/2017	34714	Office Depot	X	-43.18	-75,912.75
Bill Pmt -Check	09/27/2017	34707	Culligan Water	X	-18.99	-75,931.74
Liability Check	09/28/2017	34722	Professional Fire Fig...	X	-1,438.84	-77,370.58
Liability Check	09/28/2017	34721	Professional Fire Fig...	X	-304.37	-77,674.95
Bill Pmt -Check	10/06/2017	34737	P.G.I.T.	X	-22,004.25	-99,679.20
Bill Pmt -Check	10/06/2017	34743	Transportation Contr...	X	-9,950.00	-109,629.20
Bill Pmt -Check	10/06/2017	34742	Torcivia, Donlon, Go...	X	-4,300.38	-113,929.58
Paycheck	10/06/2017	DD	ALAN T DAVIS	X	-3,554.26	-117,483.84
Bill Pmt -Check	10/06/2017	34725	B&L HARDWARE	X	-3,341.93	-120,825.77
Paycheck	10/06/2017	DD	ROBERTO MENDO...	X	-3,232.56	-124,058.33
Paycheck	10/06/2017	DD	MICHAEL J CHOATE	X	-3,196.76	-127,255.09
Paycheck	10/06/2017	DD	RAUL DIMAS JR	X	-2,941.92	-130,197.01
Paycheck	10/06/2017	DD	WINSTON C SUMM...	X	-2,497.22	-132,694.23
Paycheck	10/06/2017	DD	CODY A RODGERS	X	-2,312.89	-135,007.12
Bill Pmt -Check	10/06/2017	34727	Cummins Power So...	X	-2,215.13	-137,222.25
Paycheck	10/06/2017	DD	THOMAS K CUNNI...	X	-2,214.88	-139,437.13
Paycheck	10/06/2017	DD	JAVIER E BARCELA	X	-2,211.06	-141,648.19
Paycheck	10/06/2017	DD	ROBERT C ROOKA...	X	-2,154.35	-143,802.54
Paycheck	10/06/2017	DD	JUSTIN K STRICKL...	X	-2,082.14	-145,884.68
Paycheck	10/06/2017	DD	DAVID L PATTERS...	X	-1,997.74	-147,882.42
Paycheck	10/06/2017	DD	DEREK A NEUMAN	X	-1,935.61	-149,818.03
Paycheck	10/06/2017	DD	JOSHUA D BAUER	X	-1,911.82	-151,729.85
Paycheck	10/06/2017	DD	JAMES P EIDEL	X	-1,878.78	-153,608.63
Paycheck	10/06/2017	DD	BRIAN E HUGHES	X	-1,731.77	-155,340.40
Paycheck	10/06/2017	DD	JOSUE D GONZALEZ	X	-1,598.89	-156,939.29
Paycheck	10/06/2017	DD	GREGORY R SMITH	X	-1,512.94	-158,452.23
Paycheck	10/06/2017	DD	THOMAS J MANNING	X	-1,389.81	-159,842.04
Paycheck	10/06/2017	DD	JESSIE NECOLETT...	X	-1,380.69	-161,222.73
Paycheck	10/06/2017	DD	DAVID A LEES JR	X	-1,367.67	-162,590.40
Paycheck	10/06/2017	DD	JAMES L CREWS	X	-1,294.37	-163,884.77
Paycheck	10/06/2017	DD	MITCHELL VAN TINE	X	-1,280.92	-165,165.69
Bill Pmt -Check	10/06/2017	34732	Jack and Ann's Fee...	X	-1,180.00	-166,345.69
Paycheck	10/06/2017	DD	AGUSTIN RODRIG...	X	-1,151.73	-167,497.42
Paycheck	10/06/2017	DD	ANDRE R BEAUDE...	X	-1,138.29	-168,635.71
Paycheck	10/06/2017	DD	ALEXANDER M IHR...	X	-1,123.50	-169,759.21
Paycheck	10/06/2017	DD	ELJON LAKO	X	-1,119.36	-170,878.57
Paycheck	10/06/2017	DD	BEKER ESCALANTE	X	-1,117.52	-171,996.09
Bill Pmt -Check	10/06/2017	34735	Kenneth K. Thomps...	X	-1,100.00	-173,096.09
Paycheck	10/06/2017	DD	BRYANT BRUZOS	X	-1,092.94	-174,189.03
Paycheck	10/06/2017	DD	JAMES A LANGLOIS	X	-1,087.34	-175,276.37
Paycheck	10/06/2017	DD	PAUL W DEVAN	X	-1,075.15	-176,351.52
Bill Pmt -Check	10/06/2017	34729	Everglades Equipment	X	-1,051.30	-177,402.82
Paycheck	10/06/2017	DD	CHRISTIAN J BART...	X	-1,045.29	-178,448.11
Paycheck	10/06/2017	DD	TYLER C KARCHER	X	-1,029.83	-179,477.94
Paycheck	10/06/2017	DD	ANDRE COTILLA	X	-1,019.25	-180,497.19
Bill Pmt -Check	10/06/2017	34733	Jason Burr	X	-1,005.00	-181,502.19
Bill Pmt -Check	10/06/2017	34740	Sunnyland Country ...	X	-900.00	-182,402.19
Paycheck	10/06/2017	DD	ALMA VALLADARES	X	-779.50	-183,181.69
Bill Pmt -Check	10/06/2017	34723	Allen's Auto Parts	X	-727.52	-183,909.21

## IMMOKALEE FIRE CONTROL DISTRICT

## Reconciliation Detail

101000 · FNB CHECKING, Period Ending 10/31/2017

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	10/06/2017	34736	Municipal Emergenc...	X	-569.00	-184,478.21
Paycheck	10/06/2017	DD	JAMES GENET	X	-541.81	-185,020.02
Bill Pmt -Check	10/06/2017	34739	Robert Rookard	X	-530.00	-185,550.02
Bill Pmt -Check	10/06/2017	34728	DIRECTV	X	-444.22	-185,994.24
Bill Pmt -Check	10/06/2017	34730	FYR-FYTER INC	X	-441.25	-186,435.49
Bill Pmt -Check	10/06/2017	34724	Auto Zone Inc.	X	-438.87	-186,874.36
Bill Pmt -Check	10/06/2017	34738	Robert Francway	X	-320.00	-187,194.36
Bill Pmt -Check	10/06/2017	34734	John Collins Auto P...	X	-310.06	-187,504.42
Bill Pmt -Check	10/06/2017	34731	Immokalee Water & ...	X	-133.14	-187,637.56
Bill Pmt -Check	10/06/2017	34726	Culligan Water	X	-132.98	-187,770.54
Paycheck	10/06/2017	DD	MICHAEL MINNENO	X	-101.06	-187,871.60
Bill Pmt -Check	10/06/2017	34741	Tamiami Ford	X	-78.90	-187,950.50
Bill Pmt -Check	10/06/2017	34744	Waste Connections ...	X	-59.50	-188,010.00
Paycheck	10/09/2017	34745	MICHAEL J CHOATE	X	-3,468.72	-191,478.72
Liability Check	10/10/2017	ACH	United States Treas...	X	-1,872.96	-193,351.68
Liability Check	10/11/2017	34746	Professional Fire Fig...	X	-1,438.84	-194,790.52
Paycheck	10/11/2017	34748	ROBERTO MENDO...	X	-887.31	-195,677.83
Bill Pmt -Check	10/13/2017	34750	Owen-Ames-Kimball...	X	-13,904.00	-209,581.83
Bill Pmt -Check	10/13/2017	34749	Cardmember Service	X	-5,128.70	-214,710.53
Liability Check	10/13/2017	ACH	United States Treas...	X	-335.90	-215,046.43
Bill Pmt -Check	10/17/2017	34752	Conduent Business ...	X	-7,029.00	-222,075.43
Bill Pmt -Check	10/17/2017	34767	Target Solutions Lea...	X	-4,705.00	-226,780.43
Bill Pmt -Check	10/17/2017	34755	DAVIS OIL CO.,INC.	X	-3,685.08	-230,465.51
Bill Pmt -Check	10/17/2017	34763	Naples Daily News	X	-3,453.80	-233,919.31
Bill Pmt -Check	10/17/2017	34769	WEX Bank	X	-2,362.53	-236,281.84
Bill Pmt -Check	10/17/2017	34759	Law Enforcement S...	X	-1,237.10	-237,518.94
Bill Pmt -Check	10/17/2017	34760	Marby Brothers, Inc;	X	-925.00	-238,443.94
Bill Pmt -Check	10/17/2017	34762	Municipal Emergenc...	X	-648.82	-239,092.76
Bill Pmt -Check	10/17/2017	34765	REV Technical Center	X	-574.03	-239,666.79
Bill Pmt -Check	10/17/2017	34768	TeamLogic IT	X	-384.50	-240,051.29
Bill Pmt -Check	10/17/2017	34757	Immokalee Water & ...	X	-212.80	-240,264.09
Bill Pmt -Check	10/17/2017	34766	Smarsh Inc.	X	-170.50	-240,434.59
Bill Pmt -Check	10/17/2017	34770	Zoological Pest Con...	X	-120.00	-240,554.59
Bill Pmt -Check	10/17/2017	34754	David Patterson	X	-100.00	-240,654.59
Bill Pmt -Check	10/17/2017	34758	Konica Minolta Busi...	X	-89.48	-240,744.07
Bill Pmt -Check	10/17/2017	34764	Office Depot	X	-83.01	-240,827.08
Bill Pmt -Check	10/17/2017	34753	Culligan Water	X	-18.99	-240,846.07
Bill Pmt -Check	10/19/2017	34771	Comcast	X	-332.55	-241,178.62
Liability Check	10/20/2017	ACH	United States Treas...	X	-21,736.76	-262,915.38
Paycheck	10/20/2017	DD	MICHAEL J CHOATE	X	-3,196.76	-266,112.14
Paycheck	10/20/2017	DD	THOMAS K CUNNI...	X	-2,787.81	-268,899.95
Paycheck	10/20/2017	DD	JOSHUA D BAUER	X	-2,635.09	-271,535.04
Paycheck	10/20/2017	DD	CODY A RODGERS	X	-2,567.66	-274,102.70
Paycheck	10/20/2017	DD	WINSTON C SUMM...	X	-2,342.41	-276,445.11
Paycheck	10/20/2017	DD	RAUL DIMAS JR	X	-2,301.98	-278,747.09
Paycheck	10/20/2017	DD	ROBERTO MENDO...	X	-2,273.57	-281,020.66
Paycheck	10/20/2017	DD	ALAN T DAVIS	X	-2,122.46	-283,143.12
Paycheck	10/20/2017	DD	DAVID L PATTERS...	X	-2,089.10	-285,232.22
Paycheck	10/20/2017	DD	JAVIER E BARCELA	X	-1,979.83	-287,212.05
Paycheck	10/20/2017	DD	PAUL W DEVAN	X	-1,850.26	-289,062.31
Paycheck	10/20/2017	DD	JUSTIN K STRICKL...	X	-1,791.46	-290,853.77
Paycheck	10/20/2017	DD	JAMES L CREWS	X	-1,763.45	-292,617.22
Paycheck	10/20/2017	DD	BRIAN E HUGHES	X	-1,593.12	-294,210.34
Paycheck	10/20/2017	DD	JAMES P EIDEL	X	-1,533.17	-295,743.51
Paycheck	10/20/2017	DD	THOMAS J MANNING	X	-1,518.98	-297,262.49
Paycheck	10/20/2017	DD	JOSUE D GONZALEZ	X	-1,507.03	-298,769.52
Paycheck	10/20/2017	DD	GREGORY R SMITH	X	-1,492.75	-300,262.27
Paycheck	10/20/2017	DD	JESSIE NICOLETT...	X	-1,481.20	-301,743.47
Paycheck	10/20/2017	DD	BRYANT BRUZOS	X	-1,454.81	-303,198.28
Paycheck	10/20/2017	DD	DEREK A NEUMAN	X	-1,436.08	-304,634.36
Paycheck	10/20/2017	DD	JAMES A LANGLOIS	X	-1,399.30	-306,033.66
Paycheck	10/20/2017	DD	AGUSTIN RODRIG...	X	-1,292.48	-307,326.14
Paycheck	10/20/2017	DD	ROBERT C ROOKA...	X	-1,247.84	-308,573.98
Paycheck	10/20/2017	DD	ANDRE R BEAUDE...	X	-1,191.53	-309,765.51
Paycheck	10/20/2017	DD	ELJON LAKO	X	-1,167.62	-310,933.13
Paycheck	10/20/2017	DD	DAVID A LEES JR	X	-1,143.83	-312,076.96
Paycheck	10/20/2017	DD	ANDRE COTILLA	X	-1,133.25	-313,210.21
Paycheck	10/20/2017	DD	BEKER ESCALANTE	X	-1,116.95	-314,327.16

**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Detail**  
**101000 - FNB CHECKING, Period Ending 10/31/2017**

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	10/20/2017	DD	MITCHELL VAN TINE	X	-1,116.95	-315,444.11
Paycheck	10/20/2017	DD	TYLER C KARCHER	X	-1,116.94	-316,561.05
Paycheck	10/20/2017	DD	ALEXANDER M IHR...	X	-1,106.70	-317,667.75
Paycheck	10/20/2017	DD	CHRISTIAN J BART...	X	-1,098.54	-318,766.29
Paycheck	10/20/2017	DD	ALMA VALLADARES	X	-1,003.63	-319,769.92
Paycheck	10/20/2017	DD	JAMES GENET	X	-727.44	-320,497.36
Paycheck	10/20/2017	DD	MICHAEL MINNENO	X	-499.42	-320,996.78
Paycheck	10/20/2017	DD	DEREK TRUBIANO	X	-273.72	-321,270.50
Bill Pmt -Check	10/30/2017	34779	Joshua D. Bauer	X	-150.00	-321,420.50
Liability Check	10/31/2017	ACH	United States Treas...	X	-22,542.16	-343,962.66
Bill Pmt -Check	10/31/2017	ACH	AFLAC	X	-2,223.00	-346,185.66
<b>Total Checks and Payments</b>					<b>-346,185.66</b>	<b>-346,185.66</b>
<b>Deposits and Credits - 8 items</b>						
Bill Pmt -Check	09/01/2017	34673	National Rescue Co...	X	0.00	0.00
Deposit	10/02/2017			X	4,445.85	4,445.85
Transfer	10/04/2017			X	200,000.00	204,445.85
Bill Pmt -Check	10/17/2017	34751	Comcast	X	0.00	204,445.85
Transfer	10/17/2017			X	100,000.00	304,445.85
Transfer	10/26/2017			X	100,000.00	404,445.85
Bill Pmt -Check	10/30/2017	34790	UPS	X	0.00	404,445.85
Transfer	10/31/2017			X	100,000.00	504,445.85
<b>Total Deposits and Credits</b>					<b>504,445.85</b>	<b>504,445.85</b>
<b>Total Cleared Transactions</b>					<b>158,260.19</b>	<b>158,260.19</b>
<b>Cleared Balance</b>					<b>158,260.19</b>	<b>254,447.45</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 35 items</b>						
Bill Pmt -Check	11/16/2016	34057	Auto Zone Inc.		-131.25	-131.25
General Journal	12/02/2016	PR W...			-1,063.52	-1,194.77
General Journal	12/07/2016	PR W...			-2,059.30	-3,254.07
General Journal	12/14/2016	PR W...			-2,059.30	-5,313.37
General Journal	12/21/2016	PR W...			-2,059.30	-7,372.67
General Journal	12/28/2016	PR W...			-2,059.30	-9,431.97
Bill Pmt -Check	01/13/2017	34182	Jessie Necolettos Jr.		-20.00	-9,451.97
Bill Pmt -Check	01/13/2017	34160	Alan T. Davis		-20.00	-9,471.97
Bill Pmt -Check	05/24/2017	34469	Municipal Emergenc...		-80.00	-9,551.97
Bill Pmt -Check	06/06/2017	34496	National testing & C...		-4,860.00	-14,411.97
Bill Pmt -Check	06/28/2017	34534	Bob Dean Supply, Inc		-185.24	-14,597.21
Bill Pmt -Check	06/28/2017	34543	Municipal Emergenc...		-106.79	-14,704.00
Paycheck	10/11/2017	34747	DAVID A LEES JR		-239.87	-14,943.87
Bill Pmt -Check	10/17/2017	34761	Medical Career Instit...		-450.00	-15,393.87
Bill Pmt -Check	10/17/2017	34756	Grounds Force P.M.		-125.00	-15,518.87
Bill Pmt -Check	10/30/2017	34788	Self Insured Plans L...		-41,430.16	-56,949.03
Bill Pmt -Check	10/30/2017	34785	P.G.I.T.		-7,268.08	-64,217.11
Bill Pmt -Check	10/30/2017	34774	Collier County Prope...		-3,539.76	-67,756.87
Bill Pmt -Check	10/30/2017	34786	Principal Life Insura...		-3,335.73	-71,092.60
Bill Pmt -Check	10/30/2017	34781	Lee County Electric ...		-1,230.79	-72,323.39
Bill Pmt -Check	10/30/2017	34780	Kenneth K. Thomps...		-1,100.00	-73,423.39
Bill Pmt -Check	10/30/2017	34773	Bartow Ford Company		-1,028.48	-74,451.87
Bill Pmt -Check	10/30/2017	34772	Alpha Chemical & J...		-783.78	-75,235.65
Bill Pmt -Check	10/30/2017	34783	Municipal Emergenc...		-693.87	-75,929.52
Bill Pmt -Check	10/30/2017	34791	Verizon		-524.21	-76,453.73
Bill Pmt -Check	10/30/2017	34787	REV Technical Center		-457.77	-76,911.50
Bill Pmt -Check	10/30/2017	34782	Municipal Emergenc...		-388.33	-77,299.83
Bill Pmt -Check	10/30/2017	34778	Grainger		-241.20	-77,541.03
Bill Pmt -Check	10/30/2017	34777	Cummins Power So...		-214.57	-77,755.60
Bill Pmt -Check	10/30/2017	34789	Thomas Manning		-160.00	-77,915.60
Bill Pmt -Check	10/30/2017	34775	Comcast		-151.68	-78,067.28
Bill Pmt -Check	10/30/2017	34784	Office Depot		-27.50	-78,094.78
Bill Pmt -Check	10/30/2017	34776	Culligan Water		-27.49	-78,122.27

**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Detail**  
**101000 - FNB CHECKING, Period Ending 10/31/2017**

Type	Date	Num	Name	Clr	Amount	Balance
Liability Check	10/31/2017	ACH	FL Division of Retire...		-41,880.86	-120,003.13
Liability Check	10/31/2017	ACH	United States Treas...		-24,490.94	-144,494.07
Total Checks and Payments					-144,494.07	-144,494.07
Total Uncleared Transactions					-144,494.07	-144,494.07
Register Balance as of 10/31/2017					13,766.12	109,953.38
<b>New Transactions</b>						
<b>Checks and Payments - 35 Items</b>						
Paycheck	11/03/2017	DD	RAUL DIMAS JR		-3,342.19	-3,342.19
Paycheck	11/03/2017	DD	MICHAEL J CHOATE		-3,196.76	-6,538.95
Paycheck	11/03/2017	DD	WINSTON C SUMM...		-2,977.43	-9,516.38
Paycheck	11/03/2017	DD	THOMAS K CUNNI...		-2,787.82	-12,304.20
Paycheck	11/03/2017	DD	JOSHUA D BAUER		-2,635.09	-14,939.29
Paycheck	11/03/2017	DD	ROBERTO MENDO...		-2,597.64	-17,536.93
Paycheck	11/03/2017	DD	CODY A RODGERS		-2,567.67	-20,104.60
Paycheck	11/03/2017	DD	JAMES P EIDEL		-2,466.68	-22,571.28
Paycheck	11/03/2017	DD	JAVIER E BARCELA		-2,386.57	-24,957.85
Paycheck	11/03/2017	DD	ALEXANDER M IHR...		-2,341.57	-27,299.42
Paycheck	11/03/2017	DD	ALAN T DAVIS		-2,122.47	-29,421.89
Paycheck	11/03/2017	DD	DAVID L PATTERS...		-1,989.98	-31,411.87
Paycheck	11/03/2017	DD	JAMES L CREWS		-1,961.47	-33,373.34
Paycheck	11/03/2017	DD	JOSUE D GONZALEZ		-1,948.21	-35,321.55
Paycheck	11/03/2017	DD	PAUL W DEVAN		-1,850.25	-37,171.80
Paycheck	11/03/2017	DD	THOMAS J MANNING		-1,781.63	-38,953.43
Paycheck	11/03/2017	DD	DEREK A NEUMAN		-1,780.63	-40,734.06
Paycheck	11/03/2017	DD	BRYANT BRUZOS		-1,584.55	-42,318.61
Paycheck	11/03/2017	DD	BRIAN E HUGHES		-1,582.74	-43,901.35
Paycheck	11/03/2017	DD	JUSTIN K STRICKL...		-1,511.96	-45,413.31
Paycheck	11/03/2017	DD	GREGORY R SMITH		-1,492.75	-46,906.06
Paycheck	11/03/2017	DD	TYLER C KARCHER		-1,442.53	-48,348.59
Paycheck	11/03/2017	DD	AGUSTIN RODRIG...		-1,292.49	-49,641.08
Paycheck	11/03/2017	DD	ROBERT C ROOKA...		-1,247.84	-50,888.92
Paycheck	11/03/2017	DD	ANDRE R BEAUDE...		-1,191.54	-52,080.46
Paycheck	11/03/2017	DD	ELJON LAKO		-1,167.63	-53,248.09
Paycheck	11/03/2017	DD	BEKER ESCALANTE		-1,154.31	-54,402.40
Paycheck	11/03/2017	DD	DAVID A LEES JR		-1,143.83	-55,546.23
Paycheck	11/03/2017	DD	ANDRE COTILLA		-1,133.25	-56,679.48
Paycheck	11/03/2017	DD	JESSIE NECOLETT...		-1,132.96	-57,812.44
Paycheck	11/03/2017	DD	MITCHELL VAN TINE		-1,116.94	-58,929.38
Paycheck	11/03/2017	DD	CHRISTIAN J BART...		-1,098.53	-60,027.91
Paycheck	11/03/2017	DD	JAMES A LANGLOIS		-1,075.79	-61,103.70
Paycheck	11/03/2017	DD	ALMA VALLADARES		-960.83	-62,064.53
Paycheck	11/03/2017	DD	JAMES GENET		-890.38	-62,954.91
Total Checks and Payments					-62,954.91	-62,954.91
Total New Transactions					-62,954.91	-62,954.91
Ending Balance					-49,188.79	46,998.47

1:14 PM  
11/06/17

**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Summary**  
**102000 - FNB MONEY MARKET, Period Ending 10/31/2017**

---

	Oct 31, 17
<b>Beginning Balance</b>	1,764,099.50
<b>Cleared Transactions</b>	
Checks and Payments - 4 items	-500,000.00
Deposits and Credits - 6 items	141,254.42
<b>Total Cleared Transactions</b>	-358,745.58
<b>Cleared Balance</b>	1,405,353.92
<b>Uncleared Transactions</b>	
Deposits and Credits - 2 items	752.37
<b>Total Uncleared Transactions</b>	752.37
<b>Register Balance as of 10/31/2017</b>	1,406,106.29
<b>New Transactions</b>	
Deposits and Credits - 2 items	15,737.87
<b>Total New Transactions</b>	15,737.87
<b>Ending Balance</b>	1,421,844.16

**IMMOKALEE FIRE CONTROL DISTRICT**  
**Reconciliation Detail**  
102000 · FNB MONEY MARKET, Period Ending 10/31/2017

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,764,099.50
<b>Cleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Transfer	10/04/2017			X	-200,000.00	-200,000.00
Transfer	10/17/2017			X	-100,000.00	-300,000.00
Transfer	10/26/2017			X	-100,000.00	-400,000.00
Transfer	10/31/2017			X	-100,000.00	-500,000.00
Total Checks and Payments					-500,000.00	-500,000.00
<b>Deposits and Credits - 6 items</b>						
Deposit	09/30/2017			X	6,419.00	6,419.00
Deposit	10/10/2017			X	86,574.77	92,993.77
Deposit	10/16/2017			X	25,497.76	118,491.53
Deposit	10/26/2017			X	20,161.18	138,652.71
Deposit	10/27/2017			X	1,924.12	140,576.83
Deposit	10/31/2017			X	677.59	141,254.42
Total Deposits and Credits					141,254.42	141,254.42
Total Cleared Transactions					-358,745.58	-358,745.58
Cleared Balance					-358,745.58	1,405,353.92
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 2 items</b>						
Deposit	08/16/2017					0.00
Deposit	09/30/2017				752.37	752.37
Total Deposits and Credits					752.37	752.37
Total Uncleared Transactions					752.37	752.37
Register Balance as of 10/31/2017					-357,993.21	1,406,106.29
<b>New Transactions</b>						
<b>Deposits and Credits - 2 items</b>						
Deposit	11/02/2017				9,723.87	9,723.87
Deposit	11/03/2017				6,014.00	15,737.87
Total Deposits and Credits					15,737.87	15,737.87
Total New Transactions					15,737.87	15,737.87
<b>Ending Balance</b>					<b>-342,255.34</b>	<b>1,421,844.16</b>

**IFCD- IMPACT FUND**  
**Reconciliation Summary**  
**100 - Cash in Bank-FFI, Period Ending 10/31/2017**

---

	Oct 31, 17
<b>Beginning Balance</b>	3,967,410.83
<b>Cleared Transactions</b>	
Checks and Payments - 2 items	-1,634.89
Deposits and Credits - 3 Items	165,316.59
<b>Total Cleared Transactions</b>	163,681.70
<b>Cleared Balance</b>	4,131,092.53
<b>Uncleared Transactions</b>	
Deposits and Credits - 1 item	1,630.10
<b>Total Uncleared Transactions</b>	1,630.10
<b>Register Balance as of 10/31/2017</b>	4,132,722.63
<b>Ending Balance</b>	4,132,722.63

**IFCD- IMPACT FUND**  
**Reconciliation Detail**  
**100 - Cash in Bank-FFI, Period Ending 10/31/2017**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						<b>3,967,410.83</b>
<b>Cleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Bill Pmt -Check	09/27/2017	1424	Collier Co Board of ...	X	-1,114.53	-1,114.53
Bill Pmt -Check	10/17/2017	1425	Collier Co Board of ...	X	-520.36	-1,634.89
Total Checks and Payments					-1,634.89	-1,634.89
<b>Deposits and Credits - 3 items</b>						
Deposit	10/02/2017			X	111,504.74	111,504.74
Deposit	10/17/2017			X	52,069.94	163,574.68
Deposit	10/31/2017			X	1,741.91	165,316.59
Total Deposits and Credits					165,316.59	165,316.59
Total Cleared Transactions					163,681.70	163,681.70
Cleared Balance					163,681.70	4,131,092.53
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	09/30/2017				1,630.10	1,630.10
Total Deposits and Credits					1,630.10	1,630.10
Total Uncleared Transactions					1,630.10	1,630.10
Register Balance as of 10/31/2017					165,311.80	4,132,722.63
<b>Ending Balance</b>					<b>165,311.80</b>	<b>4,132,722.63</b>



Oct-17

<i>IMMOKALEE IMPACT FEES</i>	<i>#</i>	<i>COLLECTED</i>
Fire Impact Fee - Immokalee - Non Res	0	\$ -
Fire Impact Fee - Immokalee - Res	39	\$ 112,314.24
<b>TTLS</b>	<b>39</b>	<b>\$ 112,314.24</b>

Oct-17

<i>IMMOKALEE FIRE INSPECTION</i>	<i>#</i>	<i>COLLECTED</i>
FIRE Inspection - Alarm Monitoring	1	\$ 100.00
FIRE Inspection Add/Alt - Commercial	4	\$ 1,882.85
FIRE Inspection Architectural Fee Type I-IV Construction - Commercial	1	\$ 305.80
FIRE Inspection Minimum Fee - (not otherwise noted)	1	\$ 100.00
<b>TTLS</b>	<b>7</b>	<b>\$ 2,388.65</b>

Oct-17

<i>IMMOKALEE FIRE REVIEW</i>		<i>COLLECTED</i>
Fire Code Review - CARNY	1	\$ 100.00
Fire Code Review - Insubstantial Change to Site Plan	3	\$ 300.00
Fire Code Review - Plans and Plat	3	\$ 300.00
Fire Code Review - Site Improvement Plan	1	\$ 150.00
FIRE Review Minimum Fee	2	\$ 200.00
FIRE Second Correction	1	\$ 75.00
<b>TTLs</b>	<b>11</b>	<b>\$ 1,125.00</b>

Oct-17

<i>IMMOKALEE FIRE APPLICATION</i>	<i>#</i>	<i>COLLECTED</i>
FIRE Application - Architectural	13	\$ 1,975.24
FIRE Application - Fire Alarm - Commerical	1	\$ 90.00
<b>TTLS</b>	<b>14</b>	<b>\$ 2,065.24</b>

**STATUS REPORT: November 2017 Meeting  
Thomas Cunningham, Interim Deputy Chief**

**Completed Projects**

- all Medical Equipment Standardized Throughout Entire Department
- Stn 30 lighting project
- Worker Compensation Claims/Investigation
- Scheduled for December Annual Health Check/Physical Strategic Plan
- Annual Hose Testing scheduled to be completed before end of year.
- Service Award Policy/SOG

**On Going Projects**

- Begin on SOG updates
- Documentation submitted for reimbursement for Hurricane Irma
- Continue Stn 31 lighting project
- Land Acquisition to rebuild Station-30
- Creation of Station committee
- Asset Inventory
- Disposal List for Capital Assets
- **Small Unmanned Aircraft (Drone) SOG**
- Active Shooter Training and County Wide Uniform SOG
- Response to Mass Violence Events SOG

**Purchases/Quotes**

- Bunker Gear Replacement (Quoted)
- TecGen Dual Rated Gear (Quoted) **Will be ORDERED in November**
- UTV Wildland/Patient Transport Vehicle Quote/Spec with Trailer (Quoted)
- Multiple Tools Appliance Quotes Missing from Apparatus
- 

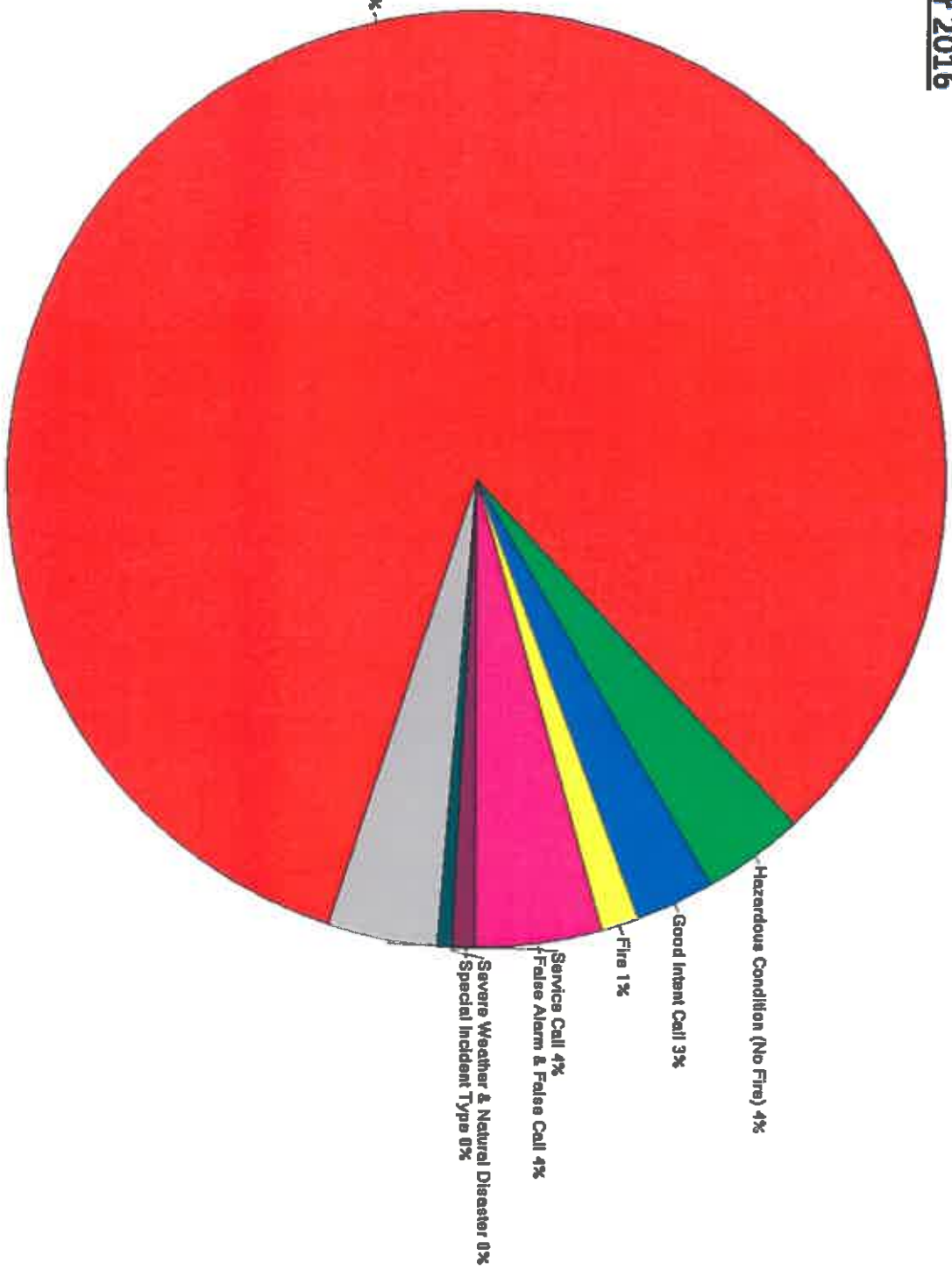
**Fleet Updates**

- EN-30 back from Fleet for exhaust issue
- Re-Establish Truck committee for specs of new Quints

- **Tower 30 to Fleet for annual PM and finish aerial test repairs completed back in district**
- **Continue Install of Opti Coms**
- **Begin Specs for new Staff SUV**
- **Disposal of Fire Boat**
- **Disposal of Expedition to be placed on GOV deals**
- **Disposal of Ranger small truck to be placed on GOV deals**
- **Disposal of Small SUV Escape to be placed on GOV deals**
- **Disposal of F-150 to be placed on GOV deals**

**Total Runs For October 2016**  
**371**

Incident Type Summary  
Alarm Date Between (10/01/2016) And (10/31/2016)

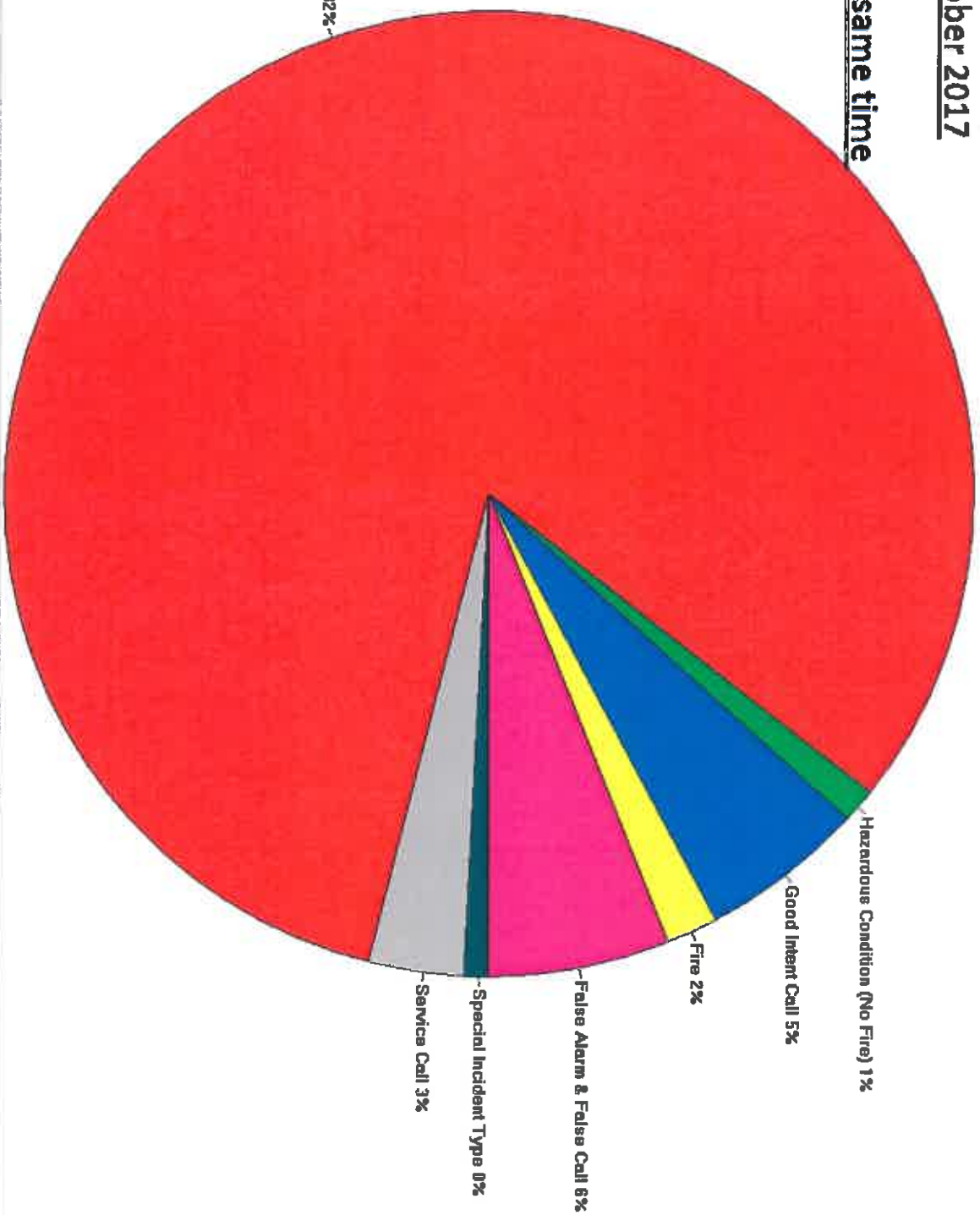


# Total Runs For October 2017

347

24 fewer calls than same time frame in 2016

Incident Type Summary  
Alarm Date Between (10/01/2017) And (10/31/2017)



Rescue & Emergency Medical Service Incident 82%



**Immokalee Fire Control District  
Standard Operating Procedure**

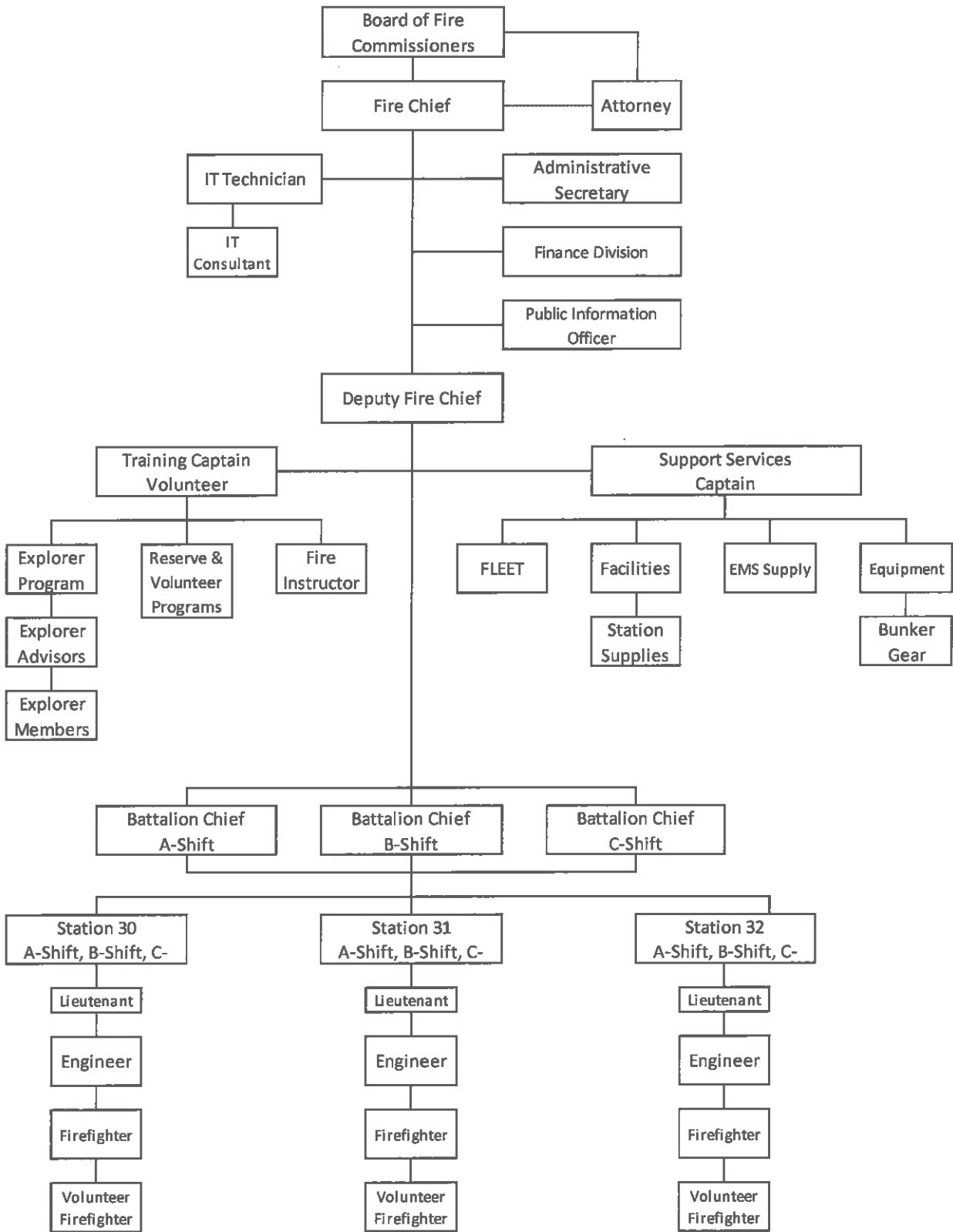
**100.06**

**Title: Organizational Chart**

**Effective Date: 2017-11-17  
Revision Date: 2017-10-11  
Replaces: All Previous  
Total Pages: 1**

**Chief's Approval:**

- Purpose:** To provide a graphic overview of the available positions within the fire district for a clearer understanding of the chain of command and how each position interrelates.
- Scope:** It is the responsibility of all personnel to understand where and how their position falls within the district. It is the responsibility of each supervisor to ensure that personnel at each level coordinate effectively.
- General:** The organizational chart provides a visual reference of all available positions within the district. The chart directly coincides with the chain of command and may expand or retract as positions are added or changed. The chart will typically reflect positions that are available for each fiscal year. A new organizational chart will be distributed to all personnel if any changes occur.



**Immokalee Fire Control District  
Standard Operating Guidelines**

**100.26**

**Title: Service Awards**

**Effective Date: 2017-11-20  
Revision Date: 2017-10-23  
Replaces: All Previous  
Total Pages: 8**

**Chief's Approval:**

**Purpose:** To recognize the outstanding accomplishments of members, citizens, and organizations who provide exceptional service: 1) during the performance of their job; 2) performing heroic actions when faced with life and death situations; or 3) performing selfless acts in the support of those providing emergency assistance.

**Scope:** It is the responsibility of all personnel to be familiar with this guideline. It is the department's policy to recognize and award members who have displayed heroism, meritorious service, and excellence in the performance of duty.

**General:** The fire department desires to publicly recognize and commend those individuals who distinguish themselves through outstanding performance of duty or exceptional acts of bravery, selflessness, and heroism. Public recognition and commendation are not reserved for department personnel but also extends to private citizens and organizations that provide special assistance to the fire department or those in need of life-saving measures.

**Guideline:**

**NOMINATION PROCESS**

- 100.26.01 An awards committee shall be established to include at least two shift commanders, two career staff members, and at least one command officer. The Fire Chief may participate at will.
- 100.26.02 Nominations may be submitted by any member of the department. Supervisors are encouraged to nominate those deserving recognition.
- 100.26.03 Nominations should include a summary of the facts of the event, including any witness statements.
- 100.26.04 Nominations will be sent through the chain of command to the Fire Chief, who may comment in writing on the nomination.
- 100.26.05 Nominations will then be sent to the awards committee who will recommend immediate presentation of an award, request additional information from the supervisor, or reject the nomination.
- 100.26.06 The date, time, and location of all award ceremonies will be at the Fire Chief's discretion.
- 100.26.07 The awards committee will make the final determination on all awards based on a simple majority concurring. A copy of the formal written citation will be added to the recipient's file.

- 100.26.08 the award recipient(s) may also be nominated for other local, state, regional, national or international awards.
- 100.26.09 Uniformed personnel shall wear authorized citation bars over the right breast, immediately above the nameplate.
- 100.26.10 the wearing of awards is optional when in duty uniform and mandatory when in dress uniform.
- 100.26.11 multiple honors of the same level of recognition will be noted by modification to the citation bar when possible.
  - A. Second and subsequent awards of the same level will be indicated by the addition of a small bronze star to the citation bar.
  - B. Upon the fifth award of the same level, the bronze stars will be replaced with one large Silver Star.
  - C. Subsequent awards will follow the process outlined above in A and B. Every five bronze stars will be replaced by a large silver star.

**AWARDS IN ORDER OF PRECEDENCE**

- 100.26.12 Medal of Honor – The highest honor in the department is awarded to an individual who distinguishes him or herself by a voluntary and conspicuous act of gallantry and/or extraordinary heroism. The act must be more than normal duty demands and be of such a nature that the individual was fully aware of the imminent threat to his/her personal safety and acted above and beyond the call of duty at the risk of his/her own life. Shall include a certificate, uniform citation bar, medal, and the recipient’s name inscribed on a permanent agency plaque.
- 100.26.13 Medal of Valor – Awarded to an individual for exceptional bravery at imminent risk of serious bodily injury or for exceptional courage for performing a voluntary act in an extremely dangerous situation. Includes a certificate, uniform citation bar, medal, and the recipient’s name inscribed on a permanent agency plaque.
- 100.26.14 Merit Award – Awarded to any member for going “the extra mile” while doing an outstanding job under difficult circumstances. Award recognizes individuals for significant endowment and devotion to duty for community service above and beyond the ordinary call of duty. Includes certificate and a uniform citation bar.
- 100.26.15 Honorable Service Award – Awarded to individuals who are recognized for devotion to duty or exceptional service, such as Employee of the Year or Volunteer Firefighter of the Year. Recipients must demonstrate a high degree of professionalism, dedication to duty, and high moral character. Recipients of other awards for outstanding performance of duty may be considered, but the primary consideration for this award will be the consistent nature of the member’s outstanding performance. Includes a certificate, personal plaque, uniform citation bar, and recipient’s name inscribed on a permanent agency plaque.
- 100.26.16 Life Saving Award –Awarded to individuals when they successfully resuscitate a patient who is later admitted to a hospital. Criteria for the award includes: (a) The person must have been found at the scene in cardiac arrest whose vital signs are restored at the scene or in route to the hospital; and (b) the patient must be admitted to a hospital and later released. Department award includes a certificate and uniform citation bar. Civilian award includes a certificate and a personal plaque.

- 100.26.17 Community Service Award - Awarded to a member or civilian, group, or organization that has shown extraordinary dedication and service towards a program or programs to benefit targeted groups or the community or for an outstanding accomplishment that demonstrated a high degree of professionalism. Department award includes a certificate
- 100.26.18 Educational Achievement Award – Awarded to a member in recognition of educational achievement as follows: Includes a certificate and a uniform citation bar.  
Ribbon – awarded for an Associate Degree or exceptional fire service education and training received at recognized training institutions with a culmination of documented hours equivalent to or in excess of the class hours required for an AS Degree. Hours qualifying towards this award are above standards and EMT or Paramedic.  
Ribbon with 1 bronze star – awarded for a Bachelor Degree  
Ribbon with 2 bronze stars – awarded for a Master Degree
- 100.26.19 Disaster Response Award – Awarded for serving as part of an organized response in the line of duty to a designated disaster area such as hurricanes, tornadoes, wildfires, or other natural or man-made disasters. If an incident specific service ribbon is awarded to a member by an outside agency, and that ribbon is approved to be worn on the uniform, the disaster response ribbon would not be awarded. Includes a certificate and a uniform citation bar.
- 100.26.20 Years of Service Award – Awarded to individuals to recognize their loyal and faithful service. Awards will be given at 5, 10, 20, 30, 40 year increments. The uniform citation bar is awarded at five years of service, with a bronze star added to the bar for every ten years of service. Includes a certificate and a uniform citation bar.

IMMOKALEE FIRE CONTROL DISTRICT  
SERVICE RIBBONS

MEDAL OF HONOR

MEDAL OF VALOR

MERIT

HONORABLE SERVICE

LIFE SAVING AWARD

COMMUNITY SERVICE AWARD

EDUCATIONAL ACHIEVEMENT

DISASTER RESPONSE AWARD

YEARS OF SERVICE

Ribbon awarded upon completion of five years of service  
One bronze star on ribbon for each ten years of service



ONE SMALL BRONZE STAR ON RIBBON FOR THE SECOND AND EACH  
SUBSEQUENT AWARD OF THE SAME SERVICE RIBBON



ONE LARGE SILVER STAR ON RIBBON EQUAL TO FIVE BRONZE STARS

**Member's Name:** \_\_\_\_\_

**Hire Date:** \_\_\_\_\_

<u><b>Award</b></u>	<u><b>Date Issued</b></u>
<b>Medal of Honor</b>	_____
<b>Medal of Valor</b>	_____
<b>Merit Award</b>	_____
<b>Honorable Service Award</b>	_____
<b>Life Saving Award</b>	_____
<b>Community Service Award</b>	_____
<b>Educational Achievement Award</b>	_____
<b>Disaster Response Award</b>	_____
<b>Years of Service Award</b>	
<b>Ribbon (5 years of service)</b>	_____
<b>Ribbon with Star (10 years of service)</b>	_____
<b>Ribbon with Two Stars (20 years of service)</b>	_____
<b>Ribbon with Three Stars (30 years of service)</b>	_____



# Immokalee Fire Control District

## Regular Fire Commission Meeting

### Thursday November 16, 2017

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## STATUS REPORT: October, 2017

### Michael J. Choate, Fire Chief

### Completed Projects

- Staff Vehicle Lease
- Insurance Claims from Hurricane Irma
- Interlocal Agreement with North Collier
- Audit Comments That Have Been Reconciled/Corrected Include:
  - 2014-02 Accounts Payable Function Should be Utilized in the Impact Fee Fund  
This Was Fixed by Signing Interlocal With North Collier
  - 2014-03 Maintain a Check Register for the Impact Fee Operating Account  
This Was Fixed by Signing Interlocal With North Collier
  - 2016-02 Audited Budget Carryforward Not Included in Budget  
North Collier Financial Staff was asked to Make This Adjustment
  - 2016-03 Fund Balance Should Be Assigned for Specific Purposes  
This Item Was Fixed During the Budget Preparation By Working With Tuscan
  - 2016-05 District Accounting and Reporting Responsibility Should Be Determined and Assigned  
This Was Fixed by Signing Interlocal With North Collier
  - 2016-08 Responsibility for Administering the Single Audit Should be Determined and Assigned  
This Was Fixed by Signing Interlocal With North Collier

### On Going Projects

- Department Standard Operating Guidelines Being Revised
- Department Policies Being Revised
- Fire Apparatus Committee for Apparatus Lease Purchase
- ~~Staff Vehicle Lease~~
- Integrating Multiple Software Systems with North Collier – (Jason and NC)
- ~~Insurance Claims Post Irma~~
- 2016 Audit Report Findings Check List – **In Progress, See Above**
- Balance of FEMA Grants Being Revisited – (Chief Greenberg and Myself)
- CDBG Funding for Land Acquisition to Rebuild Station-30
- ~~Interlocal Agreement with North Collier~~
- Worker Compensation Claims/Investigation/Possible Lawsuit (Lara Donlon)



- Strategic Planning Process, SOG's and Policies
- Update Asset Inventory Process (BC Davis)
- Disposal List for Capital Assets (Jason)
- Medical Equipment Purchase and Reimbursement from CCEMS
- IFCD 5 Year Capital Improvement Plan Completed
- IFCD Comprehensive 5 Year Capital Improvement Strategic Plan
- Drafting a Ride Along Policy/SOG
- Service Award Policy/SOG (BC Mendoza)
- Working to Standardize all Medical Equipment Throughout Entire Department
- Station-30 Bay Extension/Addition – **ON HOLD PENDING CDBG**
- Station-30 Battalion Chief Bathroom – **ON HOLD PENDING CDBG**
- Station-30 Complete Kitchen/Dining Room Remodel – **ON HOLD PENDING CDBG**
- Small Unmanned Aircraft (Drone) SOG
- Response to Mass Violence Events SOG
- Annual Health Check/Physical Strategic Plan

### **Purchases/Quotes**

- Bunker Gear Replacement (Quoted)
- TecGen Dual Rated Gear Replacement (Quoted)
- UTV Wildland/Patient Transport Vehicle Quote/Spec with Trailer (Quoted)
- Multiple Tools Appliance Quotes Missing from Apparatus
- Awning/Shelter for Tower-32 – **ON HOLD PENDING CONSTRUCTION APPROVAL OF FIRE STATION**

### **Other Notables**

- Working to Overhaul All Information Technology..... (Jason)

# **Immokalee Fire District**

**IMMOKALEE, FLORIDA**

## ***Certificate of Appreciation***

***The Immokalee Fire Control District Recognizes***

***Battalion Chief, Joshua Bauer***

***For***

**5 Years of Dedicated Service, Protecting the Citizens and Visitors of the  
Immokalee Fire District**

***Given, This 16<sup>th</sup> day of November, 2017***

***Patricia Anne Goodnight, Chair***

***Michael J. Choate, Fire Chief***

# Immokalee Fire District

IMMOKALEE, FLORIDA

*Certificate of Appreciation for  
Outstanding Customer Service*

*The Immokalee Fire Control District Recognizes*

*Acting Battalion Chief, Alan Davis*

*For*

**Exceptional Customer Service in the Performance of His Duties, Having a Significant Impact on the Wellbeing of a Citizen in Which He Serves During Hurricane Irma 2017**

***Given, This 16<sup>th</sup> day of November, 2017***

Patricia Anne Goodnight, Chair

Michael J. Choate, Fire Chief



# Immokalee Fire Control District

## Final Budget Adoption (Re-hearing) Meeting

### Thursday, November 9, 2017

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**Meeting Date:** November 16, 2017  
**Prepared By:** Chief Financial Officer Becky Bronsdon  
**Date Prepared:** November 14, 2017  
**Subject:** Request for Board Approval of Amendment to 2016-2017 General Fund Budget by Adoption of Resolution 2017-08

**Objective:**

Amend the 2016-2017 General Fund Budget to remain in compliance with statutory requirements, to reflect change in cash reserves at the beginning of the fiscal year (10-1-16), and to revise income and expenses by adoption of Resolution 2017-08.

**Background Information:**

The District is prohibited from exceeding the budgeted total expenses by statute. If actual expenses do exceed those budgeted, the District is in violation of the law. Therefore, it is essential to ensure the actual expenses remain within the budgeted total. The budget can be amended up to 60 days after the end of the fiscal year (9-30-17). Preliminary financial statements for the General Fund for 9-30-17 have been prepared and updated. Following the review of those updated financial statements incorporating revenue and expenses attributable to 9-30-17 received through November 14, 2017, Attachment 1 – General Fund Budget Amendment is presented for the Board’s adoption.

**Considerations:**

If the Board does not amend the 2016-2017 budget and actual expenses exceed those budgeted, the District is in violation of the law and will, at minimum, receive an audit comment.

**Fiscal Impact:**

Attachment 1 identifies the budget lines proposed for amendment. The net impact of the budget amendment is as follows:

- ✓ **Increase cash reserves at the beginning of the 2016-2017 fiscal year (at 10-1-16) by \$56,555** to correspond to the audit ending cash reserve balance at 9-30-16.
- ✓ **Decrease income by \$254,222** to reflect loss of the Seminole Tribe Contract, no AFG grant 2015 revenue, and an increase in Ad Valorem and miscellaneous revenue.
- ✓ **Decrease expenses by \$223,778** resulting from delay in capital building construction and a corresponding decrease in expenses, and an increase in the sick leave sell back.

Overall impact on cash reserves at 9-30-17:

• Increase beginning cash reserves	\$ 56,555
• Decrease income	(\$254,222)
• Decrease expenses	<u>\$223,778</u>
• <b>Net increase to cash reserves</b>	<b>\$ 26,111</b>

Please note that there are still some possible additional expenses and/or income adjustments to the 9-30-17 financial statement. Based on the current 9-30-17 financial statement, the budget amendment still leaves room for possible additional adjustments. It is therefore possible that actual final income and expenses will be under budget with an increase to cash reserves possible.

**Recommendation:**

Staff recommends the Board approve the amendment to the 2016-2017 General Fund Budget by adoption of Resolution 2017-08 (Attachment 2)

**Attachments:**

Attachment 1: Proposed 2016-2017 General Fund Budget Amendment

Attachment 2: Resolution 2017-08

# ATTACHMENT 1



## Immokalee Fire Control District

502 New Market Road East, Immokalee, FL. 34142

Michael J. Choate, District Manager | Fire Chief

<b>DATE:</b>	November 16, 2017	<b>BUDGET AMENDMENT – FYE</b> <b>9-30-17</b>
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<b>CASH RESERVES:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
284190	Cash Reserves Forward	56,555.00	
<b>REVENUE LINE ITEMS:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
311100	Ad Valorem	80,000.00	
369902	Misc. Revenue	29,000.00	
339001	Seminole Tribe Contract		134,123.00
33204	Safer Grant AFG 15		229,099.00
	<b>TOTAL</b>	109,000.00	363,222.00
	<b>NET IMPACT – DECREASE</b> <b>REVENUE \$254,222.00</b>		

<b>EXPENDITURE LINE ITEMS:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
517100	Sick Leave Sell Back	15,222.00	
565000	Capital – Bldg. Const.		239,000.00
	<b>TOTAL</b>	15,222.00	239,000.00
	<b>NET IMPACT – DECREASE</b> <b>EXPENSES \$223,778.00</b>		

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	<b><i>NET CHANGE TO CASH RESERVES AT 9-30-17:</i></b>	<b>INCREASE</b>	<b>DECREASE</b>
	Cash Reserves	\$26,111.00	

**JUSTIFICATION:** Budgeted income and expenses need to be adjusted to actual year end totals to remain in compliance. Certain income lines need to reflect elimination of revenue sources (Seminole Tribe Contract, grant funds) and certain capital projects were delayed.

<b>SIGNED:</b>		<b>DATE:</b>	
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District Manager

<b>APPROVED:</b>		<b>DATE:</b>	
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Chairman of the Board

**ATTACHMENT 2**

**RESOLUTION # 2017-08**

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF THE IMMOKALEE FIRE CONTROL DISTRICT AMENDING ITS FISCAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the District is required to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, the Board of Fire Commissioners of the Immokalee Fire Control District is desirous of amending the 2016/2017 General Fund Budget as identified on Exhibit A hereto;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE IMMOKALEE FIRE CONTROL DISTRICT THAT:

Section 1. The 2016-2017 General Fund Budget is hereby amended pursuant to Exhibit A hereto.

Section 2. This Resolution shall take effect immediately upon its adoption and be reflected in the Fiscal Year End September 30, 2017 Financial Statements and Audit Report of the District.

**THE FOREGOING RESOLUTION WAS OFFERED BY COMMISSIONER \_\_\_\_\_ WHO MOVED THE RESOLUTION'S ADOPTION. THE MOTION WAS SECONDED BY COMMISSIONER \_\_\_\_\_ AND, UPON BEING PUT TO A VOTE, THE VOTE WAS AS FOLLOWS:**

Commissioner Patricia Anne Goodnight \_\_\_\_\_  
Commissioner Joseph Brister \_\_\_\_\_  
Commissioner Edward Olesky \_\_\_\_\_  
Commissioner Bonnie Keen \_\_\_\_\_  
Commissioner Robert Halman \_\_\_\_\_

Duly passed and adopted on this 16th day of November, 2017.

Board of Commissioners of the  
Immokalee Fire Control District

By: \_\_\_\_\_  
Patricia Anne Goodnight, Chair

Attest by: \_\_\_\_\_  
Witness



# EXHIBIT A



## Immokalee Fire Control District

502 New Market Road East, Immokalee, FL. 34142

Michael J. Choate, District Manager | Fire Chief

<b>DATE:</b>	November 16, 2017	<b>BUDGET AMENDMENT – FYE</b> <b>9-30-17</b>
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<b>CASH RESERVES:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
284190	Cash Reserves Forward	56,555.00	
<b>REVENUE LINE ITEMS:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
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33204	Safer Grant AFG 15		229,099.00
	<b>TOTAL</b>	109,000.00	363,222.00
	<b>NET IMPACT – DECREASE</b>		
	<b>REVENUE \$254,222.00</b>		

<b>EXPENDITURE LINE ITEMS:</b>			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
517100	Sick Leave Sell Back	15,222.00	
565000	Capital – Bldg. Const.		239,000.00
	<b>TOTAL</b>	15,222.00	239,000.00
	<b>NET IMPACT – DECREASE</b>		
	<b>EXPENSES \$223,778.00</b>		

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	<b><i>NET CHANGE TO CASH RESERVES AT 9-30-17:</i></b>	<b>INCREASE</b>	<b>DECREASE</b>
	Cash Reserves	\$26,111.00	

**JUSTIFICATION:** Budgeted income and expenses need to be adjusted to actual year end totals to remain in compliance. Certain income lines need to reflect elimination of revenue sources (Seminole Tribe Contract, grant funds) and certain capital projects were delayed.

<b>SIGNED:</b>		<b>DATE:</b>	
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District Manager

<b>APPROVED:</b>		<b>DATE:</b>	
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Chairman of the Board

**IMMOKALEE FIRE CONTROL DISTRICT  
BOARD OF FIRE COMMISSIONERS  
2018 REGULAR MEETING SCHEDULE**

**The Board of Fire Commissioners of the Immokalee Fire Control District  
will hold Regular Meetings at 6:00 p.m. on the following dates:**

January 18, 2018  
February 15, 2018  
March 22, 2018  
April 19, 2018  
May 17, 2018  
June 21, 2018  
July 12, 2018  
August 16, 2018  
September 20, 2018  
October 18, 2018  
November 15, 2018  
December 20, 2018

**Regular Meeting Locations:**

**IFCD Headquarters (Fire Station 30)  
502 New Market Rd. E.  
Immokalee, Florida 34142**

**January, April, July and October Meeting location:**

**Ave Maria Master Association Office  
5076 Annunciation Circle, Suite 103  
Ave Maria, Florida 34142**

Meetings are normally held on the third Thursday of each month, however may be rescheduled from time to time. A current schedule of meetings is available on the District's website at [www.immfire.com](http://www.immfire.com)

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings will be available six (6) days prior to the date of the particular meeting and may be obtained by contacting the District Manager at (239) 657-2111. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (239) 657-2111 at least six (6) days prior to the date of the particular meeting.

# **Architectural Services**

**IMMOKALEE FIRE CONTROL DISTRICT  
CONTINUING SERVICES AGREEMENT  
FOR ARCHITECTURAL SERVICES**

This Agreement made as of the 20<sup>TH</sup> day of NOVEMBER in the year of 2014. Between the IMMOKALEE FIRE CONTROL DISTRICT, referred to as the District, and the Design Professional, SWEET SPARKMAN ARCHITECTS, INC., 2168 Main Street, Sarasota, Florida 34237.

**WHEREAS**, the Immokalee Fire Control District, is a special independent fire control district, as defined under Florida Statutes Chapter 191, entitled "Independent Special Fire Control District," and under its enabling act, as amended from time to time;

**WHEREAS**, the District has selected Sweet Sparkman Architects, Inc., after a public notice of a request for General Architectural Services under Florida Statute §287.055, to provide the District continuing services as the District's architect and to provide design services, and such other services as the District may request, as more fully set forth herein.

**For the following Matters:**

**Architectural services** described herein, as requested during the term of this Agreement. When the District desires the services of the Design Professional, the District shall provide the Design Professional with a written notice containing a detailed description of the Project then at issue, including such Project's location, address, scope, program designation and the maximum construction contract cost applicable to such project (pursuant to paragraph C.1.4 below). The District's Notice shall include the District's requested time of performance of each of the Services (as applicable) described in paragraph A. 1.3 below. After conferring with the District to determine that the Design Professional understands the District's requirements, the Design Professional shall immediately perform the cost analysis described in Article B below. The parties shall then negotiate in good faith in order to agree upon the scope of Basic Services to be performed, the fee to be paid to the Design Professional for Basic Services, the maximum amount to be paid for Reimbursable Expenses, any limitation on or qualifications to the provisions of this Agreement (the parties agreeing that in the absence of any such limitation or qualification, all of the revision of this agreement shall otherwise apply), and time of performance. Such agreement shall then be confirmed in writing.

All other provisions of this Agreement to the contrary notwithstanding, and any fees charged by the Design Professional under this Agreement is expressly subject to and contingent upon approval of the Agreement, by the District's funding sources, if applicable, in the future. The District, from time to time, may apply for loans and/or grants from various governmental agencies, including but not limited to, the United States Department of Agricultural, or other similar governmental agencies. In the event these loans and/or grants contain limitations on fees charged by the Design Professional, the parties agree to negotiate in good faith to arrive at fees that are compliant with the loan(s) and/or grant(s) requirements.

**The District and Design Professional further agree as set forth below.**

**ARTICLE A: SERVICES**

**A. 1.0 Design Professional's Basic Services.**

**A. 1.1 Areas of Professional's Basic Services.**

Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the District with professional services in the following areas:

- Site Selection
- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Assistance in Permitting
- Construction Contract Administration

**A. 1.2 Phases and Descriptions of Basic Services.**

**A. 1.2.1 Schematic Design/Preliminary Study Phase.**

After receipt of a Notice to Proceed from the District, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s) to comply with current Program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the District to secure the District's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the District concerning existing conditions. Documents in this phase may include (as agreed by the District and Design Professional, based upon the needs of the Project at issue)

- Site Selection;
- Site plan(s);
- Schedule of building types, unit distribution and bedroom count;
- Scale plan of all buildings, and typical dwelling units;
- Wall sections and elevations;
- Outline specifications;
- Preliminary construction cost estimates;
- Project specific analysis of codes, ordinances and regulations; and three dimensional line drawings.

### **A.1.2.2 Design Development Phase**

After receipt of written approval of the Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the District Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the District to secure the District's written approval. These documents may include the following as agreed:

Site Selection

Site plans(s)

Schedule of building types, unit distribution and bedroom count Scale plan of all buildings, and typical dwelling units

Wall sections and elevations

Outline specification

Preliminary construction cost estimates

Project specific analysis of codes, ordinances and regulations three dimensional line drawings

Drawings sufficient to fix and illustrate project scope and character in all essential design elements

Cost estimates and analysis

Recommendations for phasing of construction

Landscape plan

Floor plans

Elevations, building and wall sections

Updated three dimensional line drawings

Engineering drawings

### **A.1.2.3 Bidding, Construction and Contract Document Phase**

After receipt of the District's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the District and District's attorney, if requested by the District, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the District to secure the District's written approval. They shall include in a detailed manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by District; and direct reproduction of any logs and subsurface soil investigations. These documents may include (as agreed by the District and Design Professional, based upon the needs of the Project at issue):

Solicitation for Bids;

Form of Contract;

Special Conditions;

General Conditions;

Technical Specifications;

Plans and drawings;

#### **A.1.2.4 Bidding and Award Phase**

After written approval of Bidding, Construction and Contract Documents from the District, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This may include (as agreed by the District and Design Professional, based upon the needs of the Project at issue):

Responding to inquires

Drafting and issuing addendum approved by District

Attending pre-bid conferences

Attending public bid openings

Reviewing and tabulating bids

Recommending list of eligible bids

Recommending award

Altering drawings and specifications as required to award within the Estimated Construction Contract Cost or to amend the drawing to achieve a Construction Contract Cost acceptable to the District

#### **A.1.2.5 Construction Phase**

After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

Administer the Construction Contract.

Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the District.

Review and approve contractor's shop drawings and other, submittals for conformance to the requirements of the contract documents.

At the District's written request, and as Additional Service, procure testing from qualified parties.

Monitor the quality and progress of the work and furnish a written field report bi-weekly, or from time to time as the parties may agree, during the construction of each Project.

Require any sub-consultant to provide the services listed in this section where and as applicable during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.

Review, approve and submit to District the Contractor Requests for Payment, including lien and payment bond waivers (partial and final) submitted by the contractors, subcontractors, suppliers and those who might claim through them.



Conduct all job meetings and record action in a set of minutes which are to be provided to the District.

Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.

Make recommendations to District for solutions to special problems or changes necessitated by conditions encountered in the course of construction.

Promptly notify District in writing of any defect or deficiencies in the work or of any matter of dispute with the Contractor.

Negotiate, prepare cost or price analysis for and countersign change orders.

Prepare written punch list, certificates of completion and other necessary construction close out documents.

Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawing and other data furnished by the contractor to the Design Professional, as the District may request on each individual project. This service may be billed as an additional service by the Design Professional, if requested by the District.

#### **A.1.15.1 Attendance at Meetings**

In addition to the meetings described in paragraph A.1.2.5, the Design Professional shall include as part of its Basic Services for all Projects during the term of this Agreement, attendance at regularly scheduled meetings of the Board of Commissioners of the District, when requested by the District. If and when otherwise requested by the District, the Design Professional shall attend non-regularly scheduled meetings of the Board of Commissioners of the Districts, as well as meetings of the District's subcommittees (including, but not necessarily limited to, the Building and Grounds Committee), for which attendance the Design Professional shall be compensated as Additional Services.

#### **A.1.2.6 Post Completion/Warranty Phase**

After execution of the Certificate of Completion by the District, the Design Professional shall:

Consult with and make recommendations to the District during the warranty period regarding construction and equipment warranties.

Perform an inspection of construction work, material, systems and equipment no earlier than nine months and not later than ten months after completion of the construction contract and make a written report to the District. At the District's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.

Advise and assist District in construction matters for a period up to eighteen months after completion of the Project, but such assistance is not to exceed forty hours of service and one non-warranty trip away from the place of business of the Design Professional.

#### **A.1.3 Time of Performance**

The Design Professional's schedule for preparing, delivering and obtaining District's approval for Basic Services shall be as follows:

Schematic Design/Preliminary Study Documents within a time period mutually agreed upon by the parties for each individual project.

Design Development Documents within 60 calendar days from the date of receipt of written approval by the District of Schematic Design/Preliminary Study documents.

Bidding, Construction and Contract Documents within 30 calendar days from the date of receipt of written approval by the District of Design Development Documents.

#### **A.2.0 Design Professional's Additional Services.**

##### **A.2.1 Description of Additional Services.**

Additional Services are all those services provided by the Design Professional on the Project for the District that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

##### **A.2.2 Written Addendum or Contract Amendment.**

All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

### **ARTICLE B: COMPENSATION AND PAYMENT**

#### **B.1.0 Basic Services**

##### **B.1.1 Fixed Fee for Basic Services.**

Each time the District provides a written notice to the Design Professional (as described on page 1 of this Agreement) describing each Project to then be performed, the Design Professional shall perform a cost analysis, and provide the same to the District. The cost analysis shall include, but not necessarily be limited to, the Design Professional's analysis of the number of hours that will be involved for each major task within the Design Professional's scope of Basic Services to be

performed for each Project; the hourly rates applicable to the persons who will be performing the services described; the burden attributable to such hourly rates; the cost of consultants, if any, that will have to be retained; an analysis of any other costs within the proposed fixed fee; and any and all further information as may be relevant or requested by the District. The cost analysis shall conclude with the fixed fee for which the Design Professional is willing to perform all Basic Services for the Project. (The agreed upon "Basis of Compensation" attached hereto as Exhibit "A" is incorporated herein by reference.)

**B.1.1.1** After receiving the Design Professional's proposed fixed fee for the Basic Service for each Project to be undertaken, the District shall review the same and confer and negotiate with the Design Professional to see if the parties are able to reach agreement on the fixed fee to be paid for each such Project. The Design Professional agrees to provide any other information that is reasonably requested by the District during any such conferences or negotiations, so as to enable the District to make an informed judgment as to the appropriateness of the cost analysis and the proposed fixed fee.

**B.1.1.2** The Design Professional's cost analysis shall also include the specific unit items for which the Design Professional will seek to be paid for Reimbursable Expenses (along with the charges for each such item), as well as a maximum amount which the Design Professional will accept for all Reimbursable Expenses, regardless of the amount of such expenses which are actually incurred (i.e. the Design Professional shall be entitled to charge for Reimbursable Expenses on a unit basis, but with an ultimate cost not to exceed an agreed maximum amount, regardless of the amount of Reimbursable Expenses which may be incurred in excess of such maximum — it being the Design Professional's responsibility to properly estimate what such Reimbursable Expenses may reasonably be expected.

**B.1.1.3** During the course of the conferences and negotiations between the District and the Design Professional following the presentation of the Design Professional's cost analysis, the parties shall also discuss the scope of Basic Services to be performed, and any limitations on, or qualifications to, the provisions of this Agreement (both those pertaining to Basic Services, and otherwise). If the parties are able to agree, then they shall execute a separate written instrument describing the Project, the fixed fee to be paid for Basic Services, the maximum amount to be paid for Reimbursable Expenses and the time of performance for each of the services described in paragraph A.1.3 above. Once such a document is executed by both parties, the Design Professional shall commence performance of services for that Project.

**B.1.1.4** If the District and Design Professional, despite good faith negotiations, cannot agree upon the applicable terms and conditions pertaining to any particular Project during the term of this Agreement, then neither party shall have any responsibility or liability to the other in relation to such Project (or in relation to the unsuccessful negotiations applicable to the same), and the District shall be free to seek the services of another design professional to work with the District in relation to any such Project.

**B.1.1.5 Prohibition Against Contingent Fees.** The Architect warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Architect to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

**B.1.1.6 Adjustment of Contract Price.** If a Truth-In-Negotiation certificate was required for this contract, the firm agrees that the original contract price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

**Note:** A Truth-In-Negotiation certification is also required prior to contract execution. The statute does not prescribe any specific language, but the following language from the statute is acceptable:

The wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

#### **B.1.2 Payment Schedule**

Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows or negotiated with District, or as may be established by the loan and/or grant documents:

<u>Phase</u>	<u>Percentage</u>
Schematic Design/Preliminary Study Phase	15%
Design Development Phase	22%
Construction, Contract, & Bidding Document Phase	35%
Bidding & Award Phase	5%
Construction Phase	23%
Total Basic Services	100%

## **B.2.0 Reimbursable**

### **B.2.1 Reimbursable Expenses**

In relation to each Project undertaken pursuant to this Agreement, the District will pay the Design Professional for the Reimbursable Expenses listed below and as otherwise confirmed in writing pursuant to Section B.1.0 above. Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below. (See Exhibit "A")

#### **B.2.1.2 Additional Reimbursable**

The Design Professional and District may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses, provided the same contains a maximum amount for such other reimbursable expenses and is in writing and signed by both the Design Professional and the District.

### **B.3.0 Additional Services**

**B.3.1.1** The rates listed on Exhibit A hereto shall be applicable during the term of this Agreement, and shall be utilized to the extent that Additional Services are to be priced based upon hourly rates.

#### **B.3.1.2 Payment for Additional Services**

The District will pay the Design Professional only for Additional Services agree to in a written addendum or amendment to this Agreement executed by the District and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in a lump sum and whether it will be based upon percentage of completion or for completed services.

### **B.4.0 Invoicing and Payments**

#### **B.4.1 Invoices**

All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Service shall be in proportion to services completed within each phase of work. When requesting each payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services.

Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

#### **B.4.2 Time of Payment**

Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the District shall review the same and, if the work is in conformance with the terms of the Agreement, make payment within thirty (30) days of the District's receipt of the invoice.

### **ARTICLE C: RESPONSIBILITIES**

#### **C.1.0 Design Professional's Responsibilities**

##### **C.1.1 Basic Services**

The Design Professionals shall provide the Basic Services set out in Article A.1.0.

##### **C.1.2 Additional Services**

When required under this Agreement or agreed to as set out in A.2.0 the Design Professional shall provide Additional Services on the Project.

##### **C.1.3 General Responsibilities**

The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The District's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this-Agreement does not restrict or limit any rights or remedies otherwise afforded the District or Design Professional by law.

##### **C.1.4 Designing Within Funding Limitations**

The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed the amount provided by the District in writing to the Design Professional prior to the commencement of Design Professional Services. This fixed limit shall be called the Maximum Construction Contract Cost. The limit may be increased by the District, but only with written notice to the Design Professional. The Design Professional and the District may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the District has the right to require the Design Professional, without additional compensation or reimbursement, to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost.

### **C.1.5 Compliance with Laws, Codes, Ordinances and Regulations**

In performing services hereunder, the Design Professional shall endeavor to conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the District. If the Project is with an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the District may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be to the best of the Design Professional's knowledge, information and belief, the Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design Professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the District issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the District of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

### **C.1.6 Seal**

Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this agreement when required by law or when the project is located on an Indian Reservation.

### **C.1.7 Attendance at Conferences**

The Design Professional or designated representative shall attend project conferences and meetings involving matters related to Basic Services covered under this contract as described in paragraph A.1.2.5.1 above Subject to the provisions of paragraph A 1.2.5.1 above, attendance at community wide meetings shall be considered an additional service.

### **C.2.0 District's Responsibilities**

#### **C.2.1 Information**

The District shall provide information regarding requirements for the project, including a program that shall set forth the District's objectives and schedule. The District shall also establish and update the Maximum Construction Cost. This shall include the District's giving notice of work to be performed by the District or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

### **C.2.2 Notice of Defects**

If the District observes or otherwise becomes aware of any fault or defect in the construction of the project or non-conformance with the Construction Contract, the District shall give prompt written notice of those faults, defect or non-conformance to the Design Professional.

### **C.2.3 Contract Officer**

The District shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

### **C.2.4 Duties to Furnish**

The District shall provide the Design Professional the items listed below.

#### **C.2.4.1 Survey and Property Restrictions**

The District shall furnish topographic, property line and utility information as and where required. The District may at its election require the Design Professional to furnish any of these items as an Additional Service.

#### **C.2.4.2 Existing Conditions**

The District shall provide the Design Professional any available "as Built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonable assume affects the work.

#### **C.2.4.3 Waivers**

The District shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulation or standards affecting the design of the Project.

#### **C.2.4.4 Minimum Wage Rates**

The District shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

#### **C.2.4.5 Tests**

When expressly agreed to in writing by both the District and the Design Professional, the District shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.



#### **C.2.4.6 Contract Terms**

The District or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

### **ARTICLE D: CONTRACT ADMINISTRATION**

#### **D.1.0 Prohibition of Assignment**

Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the District. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

#### **D.1.1 Districtship of Documents**

All drawings, specifications, studies and other materials prepared under this contract shall be the property of the District and at the termination or completion of the Design Professional's services shall be promptly delivered to the District. The design Professional shall have no claim for further employment or additional compensations as a result of exercise by the District of its full rights of Districtship. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the District re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the District without liability to the Design Professional.

#### **D.1.2 Substitutions**

A. Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the District which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the District reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design Professional without the prior written consent of the District.

Todd Sweet  
Jerry Sparkman  
Gwen Leroy-Kelly  
John Bryant  
Kris Below  
Maurice Estrada  
Kim Lam  
Hannah Boehmer

### **D.1.3 Suspension**

The District may give written notice to the Design Professional to suspend work on the project or any part thereof. In as much as this is a contract for a term of three years much involving such projects as the District requests of the Design Professional, no such suspension shall give rise to any claim by the Design Professional for additional compensation.

### **D.1.4 Subcontracts**

The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

### **D.1.5 Disputes**

In the event of a dispute arising under this Agreement, the Design Professional shall notify the District promptly in writing and submit its claim in a timely manner. The District shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the District, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the District, local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

#### **D.1.5.1 Venue and Attorney's Fees**

The District and the Design Professional hereby agree that the venue of any litigation between them arising out of or relating to this Agreement or any Project performed pursuant hereto shall be in a court of competent jurisdiction in Collier County, Florida. In the event of any litigation between the District and the Design Professional, the prevailing party therein shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party is entitled the prevailing party's reasonable attorneys' fees and court costs, including any such reasonable attorneys' incurred in connection with any appeal or appeals that may stem therefrom.

### **D.1.6 Term of Agreement**

This Agreement shall be in effect for a period of 3 years beginning December 1, 2014, and ending on November 30, 2017. This Agreement shall be renewable for an additional period of 3 years from December 1, 2017, through November 30, 2020, upon the agreement of the District and the Design Professional, in writing. The foregoing provisions of this paragraph to the contrary notwithstanding, in the event that the Design Professional is in the process of providing Basic Services for any Project pursuant to the terms of this Agreement as of the date when this Agreement would otherwise expire (either by virtue of its expiration, or lack of renewal), this Agreement shall be deemed to continue for such period of time as is reasonably necessary for the

Basic Services related to such Project to be completed. In the event the parties agree to extend the contract for an additional three year period, the parties agree to a one time five (5%) increase to the basic hourly fees charged by the Design Professional.

#### **D.1.6.1 Termination (Cause and/or Convenience)**

- (a) The District may terminate this Agreement for the District's convenience upon 90 days notice or for failure of the Design Professional to fulfill its contractual obligations.
- (b) This contract may also be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (c) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in the above statement.
- (d) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractors default.
  - If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
  - For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- (e) Upon receipt of a termination action under paragraphs (b) or © above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- (f) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- (g) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in the paragraph (d) above.

(h) in the event the District terminates the Design Professional, the District agrees to hold harmless the Design Professional for any work performed by subsequent architects or design professional.

The District shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the District all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in progress. If the termination is for convenience of the District, the District shall be liable only for payment for accepted services (and related Reimbursable Expenses) rendered before the effective date of termination. If the termination is for the convenience of the District, the compensation to be paid to the Design Professional for accepted services rendered before the effective date of termination shall be based upon the payment schedule set forth in paragraph B.1.2 above, and the percentage of services completed in connection with the specific Project or Projects which are being terminated for the convenience of the District.

#### **D.1.7 Insurance**

The Design Professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of termination or expiration of this Agreement, and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the District certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the District. Additionally, the District shall be an additional insured on all Commercial or Comprehensive General Liability policies.

<u>Insurance</u>	<u>Limits or Amount</u>
General Liability	\$1,000,000.00
Professional Liability	\$1,000,000.00

In addition to the Professional Liability-coverage listed above, the Design Professional will acquire additional professional liability coverage, either generally or for a specific project if the District requests the same, such coverage is available to the Design Professional at the time when it is requested, and further provided that the District agrees to pay for the cost (to the Design Professional) of such coverage as a Reimbursable Expense.

#### **D.1.8 Retention of Rights**

Neither the District's review, approval or acceptance of, nor payment for the services required under this contract, shall be construed to operate as a waiver of any right under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the District in accordance with the applicable law for all damages to the District caused by the Design Professional's negligent performance of any of the services furnished under this contract.

**ARTICLE E: ADDITIONAL REQUIREMENTS**

**E.1.0 Prohibition Against Liens**

The Design Professional is Prohibited from placing a lien on the District's property. This prohibition shall be placed in all design professional subcontracts.

This Agreement is entered into as of the day and year first written above:

**District:**

IMMOKALEE FIRE CONTROL  
DISTRICT


  
\_\_\_\_\_  
(Signature)

TRAVIS ANDERSON  
\_\_\_\_\_  
(Print Name)

CHAIRMAN  
\_\_\_\_\_  
(Print Title)

**DESIGN PROFESSIONAL:**

SWEET SPARKMAN ARCHITECTS, INC.

  
\_\_\_\_\_  
(Signature)

TODD M. SWEET  
\_\_\_\_\_  
(Print Name)

PRINCIPAL  
\_\_\_\_\_  
(Print Title)

## Sweet Sparkman Architects Schedule of Professional Hourly Billing Rates

Effective January 1, 2014 through December 31, 2014

### Professional Services:

Principal	\$150.00
Project Manager	\$130.00
Project Architect	\$110.00
Designer/CAD technician	\$ 80.00
Gerical	\$ 50.00

### Reimbursable Expenses:

Reproductions	Cost plus 10%
Travel	\$.56/mile
Other reimbursable expenses include, but not limited to: Postage, photography, supplies, etc.	Cost plus 10%
Consultants	Cost plus 10%
In-house Printing: B&W 8.5 x 11	\$ .12/each
In-house Printing: B&W 11 x 17	\$ .24/each
In-house Printing: Color 8.5 x 11	\$ .60/each
In-house Printing: Color 11 x 17	\$ 1.20/each
In-house B&W plots	\$ 8.00/each
In-house color plots	\$ 30.00/each

# **General Contracting**

**MASTER AGREEMENT  
BETWEEN  
IMMOKALEE FIRE CONTROL DISTRICT  
AND  
OWEN-AMES-KIMBALL COMPANY  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of this 20<sup>TH</sup> day of NOVEMBER 2014, between the IMMOKALEE FIRE CONTROL DISTRICT, whose address is 502 New Market Road East, Immokalee, Florida 34142 ("District"), and OWEN-AMES-KIMBALL COMPANY, whose address is 11941 Fariway Lakes Drive Fort Myers, Florida 33913 ("General Contractor").

WHEREAS, the District has advertised for professional General Contracting services for assignment as the IMMOKALEE FIRE CONTROL DISTRICT's ("District") General Contractor.

WHEREAS, pursuant to Section 287.055 Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"), and the applicable procedures of the District, the District selected the General Contractor to provide said professional General Contracting services as provided herein on a continuing contract basis;

WHEREAS, the General Contractor is willing and able to perform such General Contracting services for the District within the basic terms and conditions herein set forth; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions which shall control the relationship between the District and the General Contractor. It is the intent of the parties that the General Contractor shall act as the "Consulting General Contractor" for the District, to provide the District with services on a retain basis for a period of three (3) years, which shall be the term and length of this Agreement. However, the District has the right to extend this Agreement for additional three (3) year periods if mutually agreed upon by the General Contractor. Additionally, the General Contractor shall be allowed to bid and perform specific projects, as authorized by the District from time to time, by separate agreement, which shall be independent of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the General Contractor shall serve as the District's non-exclusive professional General Contracting representative for those assignments to which this Agreement applies, and will give consultation and advice to the District during the performance of the service on the terms and conditions hereinafter set forth in Sections 1 through 11 hereof, and the provisions of introduction hereof set forth on page 1.



**SECTION 1**  
**BASIC SERVICES OF General Contractor**

**1.1 General**

1.1.1 General Contractor shall provide the District professional General Contracting services in all phases of its ongoing regular business. The District is an independent special fire control district located in the Immokalee, Collier County area. These services will include, but not be limited to, serving as the District's professional General Contracting representative, providing professional General Contracting, consultation and advice, and furnishing customary civil, land surveying, structural, mechanical and electrical General Contracting services and customary services incidental thereto as the District may need from time to time. All of the services shall be in consultation with the District's "architect of record," and shall be done in such a way as to avoid duplication of services between the Architect and the General Contractor.

1.1.2 As the District may from time to time have special projects, which comply under the Consultants' Competitive Negotiation Act ("CCNA"), as it deals with specific General Contracting projects as directed by the District, the General Contractor shall provide the District with professional General Contracting services in any "special" project for which a Project Authorization has been issued by the District pursuant to this Agreement. These services will include, but not be limited to, serving as the District's professional General Contracting representative for the special project, as well as those services set forth in subparagraph 1.1.1 above, and as further described in the Project Authorization. Said services shall be in accordance with the attached rate schedule.

1.1.3 Assignment of tasks to the General Contractor will be at the sole discretion of the District's representative. The General Contractor agrees to assist the District in conforming to the annual budget amount for general contracting services as established by the District. Services shall be pursuant to the negotiated time and expense rates as authorized by the District. Project assignments will be subject to scope definition on a task-by-task basis. Services will be completed in a timely manner and as agreed to in writing between the District and General Contractor prior to the beginning of any work.

A. Capital Improvements and/or Master Planning Updates - Perform evaluations, preliminary designs, cost estimates, analysis of alternatives, or other studies pertaining to any facilities or equipment required by the District.

B. General Contracting Studies and Investigations - Perform evaluations, preliminary designs, cost estimates, analysis of alternatives, or other studies pertaining to any facilities or equipment required by the District.

C. General Contracting Design - Perform General Contracting design services for the District's projects conforming with CCNA guidelines.

D. Acquisitions - Conduct General Contracting investigations and due diligence reviews regarding potential acquisitions of property and facilities.

- E. **Staff Assistance** - Provide assistance and General Contracting advice to District's staff.
- F. **Meetings and Representation** - Attend meetings on behalf of and represent the District on technical issues as requested.
- G. **Surveying Services** - Provide land and construction Surveying Services as required by the District.
- H. **Additional Services** - Arrange for additional professional or technical services as may be required by the District and direct/coordinate the work effort of other technical consultants hired by the District.
- I. **Inspections** - Provide inspections of the District's facilities when so authorized by the District.
- J. **"Events Records"** - General Contractor shall maintain a written record of General Contractor's knowledge of events which would be of interest or concern to the District and advise the District thereof as appropriate as to action needed in response thereto including, but not limited to, testing requirements, regulatory reports and general information reports.

1.1.4 General Contracting Services may consist of improvements to the District's facilities as outlined in the Master Plan and Capital Improvements Plan, including, but not limited to General Contracting Services.

1.1.5 The General Contractor may involve the services of sub-consultants, from time to time, so long as the expenses associated with the sub-consultants so long as the General Contractor shall provide the District with the rate structures, and secure the prior approval of the District, unless in the event of an emergency. The General Contractor shall be responsible to the District for the quality of such General Contracting work and for compliance by any sub-contractor's of the General Contractor with the terms of this Agreement. The indemnification of the District by the General Contractor shall conform to Section 7, subparagraph 7.1 of this Agreement. The District specifically reserves the right to utilize the services of the General Contractor or any other General Contractor under this Agreement for projects and services under the limits as established by the CCNA guidelines.

## 1.2 Study and Report Phase

After written authorization to proceed, General Contractor shall:

1.2.1 Consult with District to clarify and define District's requirements for the Project and review available data.

1.2.2 Advise District as to the necessity of District providing or obtaining from others data or services of the types described in paragraph 3.3, and assist District in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve and/or permit the design of the Project and participate in consultations with such authorities.

1.2.4 Provide analyses of District's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of District's requirements applicable to various alternatives.

1.2.6 As requested by the District and in consultation with the District's designated Design Professional, prepare a report based on schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to District and setting forth General Contractor's findings and recommendations. This report will be accompanied by General Contractor's opinion of probable costs for the Project, including the following, which will be separately itemized:

- A. Construction cost.
- B. Allowance for General Contracting costs and contingencies.
- C. On the basis of information furnished by District, allowances for such other items as charges for all other professionals and consultants.
- D. For the cost of land and rights-of-way.
- E. For compensation for, or damages to, properties.
- F. For interest and financing charges.
- G. For other services to be provided by others and District.

1.2.7 Furnish ten (10) copies of the Study and Report documents and review them in person with District. Upon completion, such documents shall become the property of the District.

### 1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, General Contractor shall:

1.3.1 In consultation with District and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Review Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications, in consultation with the District's designate Design Professional

1.3.3 Advise District if additional data or services are necessary and assist District in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish ten (10) copies of the above Preliminary Design documents and represent and review them in person with District. Upon completion, such documents shall become the property of the District.

#### 1.4. Final Design Phase

After written authorization to proceed with the Final Design Phase, General Contractor shall:

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by (Contractors), hereinafter call "Drawings," and the Project Specifications.

1.4.2 Furnish to District such documents as may be required for, and assist in the preparation of the required documents so that District may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. Said work will be done in consultation with the District's designated Design Professional.

1.4.3 Advise District of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to District a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by District, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instruction to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish ten (10) copies of the above documents and of the Drawings and Specifications and present and review them in person with District. Upon completion, such documents prepared by the General Contractor as instruments of service shall remain the property of the District. The District shall release and hold harmless the General Contractor from liability relating to any future unauthorized use of these documents. It being the intent of the District to release the General Contractor from liability as it relates to modifications, alterations, or changes made in the documents after the plans and their ownership are delivered to the District. This release does not

run against the General Contractor for its design and preparation of the documents while the documents are under the control and supervision of the General Contractor.

1.4.6 "Peer Review" At the election of the District, the District may have an outside General Contractor firm review the Project from time to time. The General Contractor shall cooperate in the selection of the review firm.

#### **1.5 Bidding or Negotiating Phase**

After written authorization to proceed with the Bidding and Negotiating Phase, General Contractor, in consultation with the District's designated Design Professional, shall:

1.5.1 Assist District in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractors) (herein called "Contractor(s)") for those portions of work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with District concerning, and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Bidding Documents.

1.5.5 Attend the Bid opening, prepare bid tabulation sheets and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

#### **1.6 Construction Phase**

During the Construction Phase, if requested by the District and agreed in a Project Authorization:

1.6.1 General Administration of Construction Contract - General Contractor shall consult with and advise District and act as District's representative.

1.6.2 Visits to Site and Observation of Construction - In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 General Contractor shall make visits to the site at intervals appropriate to the various stages of construction as General Contractor deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, General Contractor shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist General Contractor and to

provide more continuous observation of such work. Based on information obtained during such visits and on such observations, General Contractor shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and General Contractor shall keep District informed of the progress of the work.

1.6.2.2 The Resident Project Representative (and any assistants) will be General Contractor's agent or employee and under General Contractor's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) shall be set forth in the Project Authorization.

1.6.3 Defective Work - During such visits and on the basis of such observations, General Contractor may disapprove of or reject Contractor(s)' work while it is in progress if General Contractor believes that such work will not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications - General Contractor shall issue necessary interpretations and clarification of the Contract Documents and, in connection therewith, prepare work directive changes and change orders as required.

1.6.5 Shop Drawings - General Contractor shall review and submit to the District for approval action (or take other appropriate in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Said work will be done in consultation with the District's designated Design Professional, and in such a manner to avoid duplication of costs

1.6.6 Intentionally left blank.

1.6.7 Inspections and Tests - General Contractor shall have authority, as District's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between District and Contractor - General Contractor shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of District and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

1.6.9 Applications for Payment - Based on General Contractor's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project

Representative, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 General Contractor shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to District, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of General Contractor's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, General Contractor's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.10 Contractor(s) Completion Documents - General Contractor shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and approvals, which are to be assembled by Contractor(s) in accordance with the Contract Documents, and shall transmit them to District with written comments.

1.6.11 Inspections - General Contractor shall conduct inspections to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that General Contractor may recommend, in writing, final payment to Contractor(s) and may give notice to District and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

## **1.7 Operational Phase**

During the Operational Phase, General Contractor shall, when requested by District:

1.7.1 Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3 Assist District in training District's staff to operate and maintain the Project.

1.7.4 Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5 Prepare a set of reproducible PDF prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor(s) to General Contractor and which General Contractor considers significant.

1.7.6 In company with District, visit the Project within the first month of operation, if required by District, to observe any apparent defects in the completed construction, assist District in

consultations and discussions with Contractor(s) concerning correction of such deficiencies; and make recommendations as to replacement or correction of defective work.

## **SECTION 2 ADDITIONAL SERVICES OF General Contractor**

### **2.1 General**

If requested by District and agreed to in the Project Authorization, General Contractor shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. These services may include, but are not necessarily limited to, the following:

2.1.1 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value General Contracting during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting District in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by District.

2.1.2 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, and are not limited to, customary civil, land surveying, sanitary, environmental, structural, mechanical and electrical General Contracting, and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.3 when District employs General Contractor to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.3 Services during out-of-town travel required of General Contractor other than visits to the site or District's offices as required by Section 1.

2.1.4 Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

2.1.5 Providing any type of property surveys or related General Contracting services needed for the transfer of interests in real property and field surveys for design purposes and General Contracting surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.6 Preparing to serve or serving as a consultant or witness for District in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).



**SECTION 3**  
**DISTRICT'S RESPONSIBILITIES**

District shall do the following in a timely manner so as not to delay the services of General Contractor:

3.1 Provide all criteria and full information as to District's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which District will require to be included in the Drawings and Specifications upon request by the General Contractor.

3.2 Assist General Contractor by placing at General Contractor's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to General Contractor, as required for performance of General Contractor's Basic Services, any of the following in the possession of the District and available:

3.3.1 Data prepared by or services of others, including without limitation, borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.3.2 Environmental assessment and impact statements;

3.3.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

3.3.4 Property descriptions; and

3.3.5 Zoning, deed and other land use restrictions.

3.4 If and when requested by General Contractor, arrange for access to and make all provisions for General Contractor to enter upon public and private property as required for General Contractor to perform services under this Agreement.

3.5 Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress, and other job-related meetings, substantial completion inspections, and final payment inspections.

3.6 Give prompt written notice to General Contractor whenever District observes or otherwise becomes aware of any development that affects the scope or timing of General Contractor's services, or any defect or non-conformance in the work of any Contractor.

3.7 Furnish, or direct General Contractor to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.8 Sign permit applications as District and provide permit fees to regulatory agencies for projects initiated by the District. Such agencies include but are not limited to FDEP, SFWMD, FDOT, and USCOE.

3.9 Bear all costs incidental to compliance with the requirements of this Section 3.

#### **SECTION 4 PERIOD OF SERVICE**

##### **4.1 Term of Agreement**

The term of this Agreement shall be for a period of three (3) years, beginning December 1, 2014 and continuing thereafter until the regularly scheduled District board meeting in November, 2017. However, the District has the right to extend this Agreement for additional three (3) year periods if mutually agreed upon by the General Contractor. The obligation to provide professional services under this Agreement may be terminated with or without cause by either party upon ninety (90) days' written notice to the other party.

#### **SECTION 5 DISTRICT'S DESIGNATED REPRESENTATIVE**

5.1 It is understood and agreed that the District designates the Fire Chief of the District to represent the District in all technical and administrative matters pertaining to and arising from the work and performance of this Agreement.

5.2 The authority of the representative shall include, but not be limited to, the following:

5.2.1 Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the General Contractor and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the General Contractor.

5.2.2 Transmission of instructions, receipt of information, interpretation and definition of District policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement.

5.2.3 Give prompt written notice to the General Contractor whenever the District observes or otherwise becomes aware of any defects or changes necessary in the Project.

#### **SECTION 6 PAYMENT TO General Contractor**

6.1 District will compensate General Contractor for services under the time and expense rates as negotiated between the parties, plus reasonable reimbursable expenses, reimbursed at one hundred ten percent (110%) of General Contractor's cost specifically including, but not limited to, the following:

6.1.1 Reproduction, printed documents and drawings at standard rates.

6.1.2 Postage/Federal Express and other special mailing or delivery services.

6.1.3 Reasonable living expenses for personnel, comparable to expenses paid to District's employees when traveling on District's business to any place located 100 or more miles from Immokalee, Florida.

6.1.4 Miscellaneous out-of-pocket expenses including, but not limited to, legal advertisements and notices, title search service, and special survey materials.

6.1.5 Direct sub-consulting costs.

6.2 Progress payments shall be due and payable monthly in proportion to the percentage of General Contracting work approved and accepted by the District, in writing, based on said Project Authorization fee, provided, however, that no more than ninety percent (90%) of each progress payment for each Activity shall be paid until completion of such Activity.

6.3 Payments shall be established for each Project Authorization. Payment may be made using one of the following three formats: Lump Sum; Time & Expense with a Budget Estimate; and Costs Plus Fixed Fee.

6.3.1 Lump Sum fees are fixed amounts to be paid for services indicated. Payment shall be made based on the projected percent complete.

6.3.2 Time & Expense fees are amounts to be paid for the services indicated based on the estimated effort (man-hours) and the General Contractor's current Hourly Rate Schedule, which may be adjusted with the approval of the District's board of directors. All time and expense fees quoted in advance of the work being performed are estimates. The General Contractor shall not exceed the estimate without prior notification to the District in writing.

6.3.3 Cost Plus Fixed Fees are amounts to be paid for the services indicated based on the General Contractor's costs plus a fixed fee for the work. Payment of Fixed Fees shall be made based on the projected percent complete. All Fixed Fees quoted in advance of the work being performed estimated effort (man-hours) are estimates. The General Contractor shall not exceed the estimate without prior notification to the District in writing.

6.4 Invoices shall be sent to District by General Contractor covering periods of not less than a month. Invoices shall be prepared in District's style and format. Invoices must be itemized for each separate task, on each occasion.

6.5 General Contractor shall execute a "truth-in-negotiation" certificate, if required by the CCNA, in accordance with Section 287.055(5)(a) of Florida Statutes.

6.6 General Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will remain available for examination and copying by the District for a period of five (5) years after payment of the invoiced amount.

6.7 General Contractor shall submit a detailed invoice including, but not limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom, for Project Authorizations based on Time & Expense costs.

## SECTION 7 INDEMNIFY AND INSURANCE

### 7.1 General

General Contractor assumes responsibility and liability for damages or injury to persons, and to property, arising out of or in any manner connected with the execution of the work under this Agreement by General Contractor, and any sub-consultants of General Contractor, and to the fullest extent permitted by law. General Contractor shall defend and indemnify the District from such claims resulting from actions caused by General Contractor, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. General Contractor assumes responsibility and liability for damages and injury to persons, whether their employees or otherwise, and to property arising out of or in any manner connected with the execution of the work by General Contractor, and any sub-consultants of General Contractor, under this Agreement. General Contractor shall obtain, maintain and pay for general liability insurance coverage as will insure the provisions of this paragraph and any other contractual indemnities assumed by General Contractor in this Agreement or in the sub-contracting arrangements with any sub-consultants. Specific consideration for this indemnity is \$10,000, the receipt and sufficiency of which are hereby acknowledged by General Contractor.

### 7.2 Status of Claim

The General Contractor shall be responsible for keeping the District currently advised as to the status of any claims made for damages against the General Contractor resulting from services performed under this Agreement. The General Contractor shall send notice of claims related to work under this Agreement to the District. Copies of the notices shall be sent to:

Paul Anderson, Chief  
IMMOKALBE FIRE CONTROL DISTRICT  
502 New Market Road East  
Immokalee, Florida 34142

7.2.1 The General Contractor shall procure and maintain, during the life of this contract, Worker's Compensation as required by Florida Statutes for all of its employees engaged in work on the Project under this Agreement.

7.2.2 General Contractor shall procure and maintain insurance policies with at least the following coverages and amounts, during the life of each Project Authorization:

7.2.2.1 General Liability Insurance - In a combined single limit of \$ 1,000,000 each occurrence and aggregate.

7.2.2.2 Automobile Liability Insurance - In a combined single limit of \$ 1,000,000 each occurrence.

7.2.2.3 Professional Liability Insurance - In a combined single limit of \$ 1,000,000 each occurrence and aggregate.

7.2.3 The General Contractor shall furnish to the District Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal.

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the District fifteen (15) days prior to the renewal date.

7.2.4 As individual Project Authorizations are issued by the District pursuant to this Agreement, the limits of insurance required by this Section may be increased at the discretion of the District. In such event, the additional premium cost, if any, shall be determined and the burden of such cost negotiated in good faith by the District and the General Contractor.

7.2.5 The plans and specifications and other contract documents to be prepared by General Contractor pursuant to this Agreement shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the General Contractor and approved by District. Both the District and the General Contractor shall be named as "additional insureds" with regard to the coverage of such policies of insurance.

7.2.6 The parties further agree to limit the General Contractor's liability for professional General Contracting services performed under this contract to \$1,000,000.00, for each occurrence and aggregate.

### SECTION 8 WORK COMMENCEMENT/PROGRESS/DELAYS

8.1 The services to be rendered by the General Contractor shall be commenced subsequent to the execution of each Project Authorization and upon written notice from the District's Executive Director. Services will be completed and submitted to the District as specified in each Project Authorization.

8.2 The General Contractor agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within fifteen (15) days of receipt of Notice to

Proceed and, thereafter, to provide monthly Project Schedule Progress reports. The District will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the General Contractor and of the details thereof.

8.3 In the event there are delays on the part of the District or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the General Contractor which delay the Project Schedule completion date, the District shall grant to the General Contractor, in writing, an extension of the contract time for each authorization equal to the aforementioned delays. The District shall be solely responsible for determination of whether any extension of contract time should be awarded to the General Contractor.

8.4 The General Contractor shall maintain an adequate and competent staff of professional General Contractors, technicians, and support staff personnel within the State of Florida.

8.5 The sub-consulting arrangements with any sub-contractor of General Contractor are intended to extend through the duration of this Agreement with the District. Team members will not be replaced unless it is in the best interest of the District. Team members will be replaced by the General Contractor if their performance is unsatisfactory to the District, or written notice of unsatisfactory performances remain unresolved for thirty (30) days, or a team member's insurance coverage falls below those required to satisfy the subcontract.

8.6 All final plans and documents prepared by the General Contractor shall bear the endorsement and seal of a person in the full employ of the General Contractor, or of the General Contractor's sub-consultants, and duly registered as a Professional General Contractor in the State of Florida.

8.7 The Schedule or terms of completion for the performance of services under this Agreement shall be as specified in the Project Authorizations. In the event that General Contractor estimates that it will fail to meet a mutually agreed upon schedule or time of completion and does not propose a solution satisfactory to the District, the District may require General Contractor to implement any or all of the following:

8.7.1 Extend its services day to 10 hours or more;

8.7.2 Extend its services week to 6 or 7 days;

8.7.3 Increase the work force; and

8.7.4 Provide and utilize additional equipment and facilities General Contractor will continue the accelerated services until such time as District determines that progress conforms to the scheduled completion time. All additional costs of the accelerated effort will be borne solely by the General Contractor unless a change in the Project Authorization can be shown.

**SECTION 9**  
**STANDARDS OF CONTRACT**

9.1 The General Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the General Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the General Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.

9.2 Standard of Conduct/Conflict of Interest - The General Contractor covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.314, Florida Statutes (1977, as amended from time to time), as it relates to work performed under the Contract, which standards will by reference be made a part of this Contract as though set forth in full. The General Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

9.3 The District reserves the right to cancel and terminate this Contract, without penalty, in the event that the General Contractor is indicted for any crime arising out of or in conjunction with any work being performed by the General Contractor for or on behalf of the District. The General Contractor shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The District also reserves the right to terminate and cancel this contract in the event the General Contractor shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

9.4 General Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. District shall have no right to supervise the methods used, but District shall have the right to observe such performance. General Contractor shall work closely with District in performing services under this Agreement.

9.5 General Contractor shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the General Contractor's performance of the services to be proprietary unless such information is available from public sources. General Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of District or in response to legal process.

9.6 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.7 Neither District nor General Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event, which results in the prevention, or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or General Contractor under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require General Contractor or District to prevent, settle, or otherwise avoid a strike, work slowdown, or the labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **SECTION 10 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

10.1 The General Contractor shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this Agreement.

10.2 The General Contractor will, to the extent applicable hereto, in the performance of the Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 2301-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; utilization of Small Business and Small Disadvantage Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including, but not limited to, Title 41, Code of Federal Regulations, Part 60, SubSections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, SubSection 222-21 before execution of this Agreement.

10.2.1 The Equal Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. or provisions of any superseding E.O. As used in said clause, "Contractor" means General Contractor.

10.2.2 The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, SubSection 222-36 and the implementing rules and regulations of the



Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means General Contractor.

10.3 General Contractor shall make application to procure the permits, certificates, and licenses necessary to allow General Contractor to perform the services. General Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to General Contractor.

#### SECTION 11 ASSIGNABILITY

11.1 The General Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the District, provided that claims for the money due or to become due to the General Contractor from the District under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the District.

#### SECTION 12 Fixed Fee for Basic Services.

Each time the District provides a written notice to the General Contractor (as described on page 1 of this Agreement) describing each Project to then be performed, the General Contractor shall perform a cost analysis, and provide the same to the District. The cost analysis shall include, but not necessarily be limited to, the General Contractor analysis of the number of hours that will be involved for each major task within the General Contractor's scope of Basic Services to be performed for each Project; the hourly rates applicable to the persons who will be performing the services described; the burden attributable to such hourly rates; the cost of consultants, if any, that will have to be retained; an analysis of any other costs within the proposed fixed fee; and any and all further information as may be relevant or requested by the District. The cost analysis shall conclude with the fixed fee for which the General Contractor is willing to perform all Basic Services for the Project. (The agreed upon "Basis of Compensation" attached hereto as Exhibit "A" is incorporated herein by reference.)

IN WITNESS WHEREOF, the parties hereto have accepted, made and lawfully executed this Agreement between the ~~IMMOKALEE FIRE CONTROL DISTRICT~~ and ~~OWEN-AMES-KIMBALL COMPANY~~ for Professional Services associated with the Community of Immokalee water and wastewater systems on the date first above written.

THIS PORTION INTENTIONALLY LEFT BLANK AS THE SIGNATURE PAGE FOLLOWS.

This Agreement is entered into as of the day and year first written above:

**District:**

**IMMOKALEE FIRE CONTROL  
DISTRICT**

  
(Signature)

TRAVIS ANDERSON

(Print Name)

CHASMAN

(Print Title)

**GENERAL CONTRACTOR:**

**OWEN-AMES-KIMBALL COMPANY.**

  
(Signature)

DAVID J. DALE

(Print Name)

President

(Print Title)

## Michael Choate

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**From:** Scott Banning <scottdbanning@gmail.com>  
**Sent:** Wednesday, November 15, 2017 4:47 PM  
**To:** Michael Choate  
**Subject:** Re: Battalion Chief Alan Davis an "Unsung Hero"

Dear Chief Choate,

I am so sorry to let you know this but Scott's health has taken a turn for the worse and his heart medical port has been activated again which will not allow him to be out in public as the risk of an infection is so great.

We are both so disappointed that we will not be able to be at the Fire Commission meeting tomorrow night as we both really wanted to let B/C Chief Davis know just how important that he was in saving Scott's life during Hurricane Irma.

Please let Alan and his family know our thoughts and prayers are with him and that while we may not be there in person we will be there in spirit.

We owe such a debt of gratitude to the men and women that you serve with that we will never be able to repay.

All the best to you, B/C Davis and his family and of course all the men and women of Immokalee Fire and EMS.

Sincerely yours,

Donna and Scott Banning

On 11/2/2017 3:56 PM, Michael Choate wrote:

Perfect, I will make sure you are the first thing on the agenda.

Thank you,

Michael J. Choate

District Manager | Fire Chief

Immokalee Fire Control District

502 New Market Rd. E.

Immokalee, FL 34142

Office: (239) 657-2111

Fax: (239) 657-9489

Cell: (239) 986-7839

Web: [www.immfire.com](http://www.immfire.com)



"A leader is one who knows the way, goes the way, and shows the way" – John C. Maxwell

**From:** Scott Banning [<mailto:scottdbanning@gmail.com>]  
**Sent:** Thursday, November 02, 2017 11:08 AM  
**To:** Michael Choate <[MChoate@immfire.com](mailto:MChoate@immfire.com)>  
**Subject:** Re: Battalion Chief Alan Davis an "Unsung Hero"

Dear Chief Choate,

Thank you so much for your very kind response to our letter to you about B/C Davis. We would be honored to be at your Nov. 16th fire commission meeting and read the letter we wrote to you about B/C Davis. I have gotten great comments from everyone that I CC'd on the letter.

As we don't have transportation of our own we will check around and see if we can't find someone here or near by that can give us a ride to station. Heck it will be nice to see our fight house after all the times your fellow firefighters and medic's have had to come to mine.

Once again thank you for your service and leading such a fine group of men and women.

We look forward to speaking to you soon.

Scott Banning

On 11/1/2017 10:56 AM, Michael Choate wrote:

Mr. Banning,

I want to thank you personally for this email. This can certainly be a thankless profession. Firefighters and paramedics can be such a humble bunch. They (we) find it very difficult to accept praise for simply doing our job. Just as I'm sure you have that same understanding having served our country in the armed forces. Please understand I am in no way trying compare what we do each day to what you and your wife had to endure while you served. Rather, I'm simply trying to make a comparison of the commitment and dedication that comes with this job. We do try and recognize our staff for a job well done. I do agree with you about the character traits of BC Davis. You would be hard pressed to find a more dedicated, caring and compassionate professional. I assure you that this letter will go into his permanent file and we as a department will recognize him specifically for your situation.

Would you and your wife be willing to come (if you are physically able) to a fire commission meeting? I'd like to give you the opportunity to read your email or maybe I could read it for you publicly, giving you a chance to say a few words and give him the recognition that he deserves in front of his family and peers. Our next board meeting is November 16<sup>th</sup>, here at our station on new market Rd. beginning at 6:00pm.

Let me know what your thoughts are on it. Once again, thank you very much for bringing this to my attention.

Thank you,

Michael J. Choate

District Manager | Fire Chief

Immokalee Fire Control District

502 New Market Rd. E.

Immokalee, FL 34142

Office: (239) 657-2111

Fax: (239) 657-9489

Cell: (239) 986-7839

Web: [www.immfire.com](http://www.immfire.com)



"A leader is one who knows the way, goes the way, and shows the way" – John C. Maxwell

**From:** Scott Banning [<mailto:scottdbanning@gmail.com>]  
**Sent:** Tuesday, October 31, 2017 5:35 PM  
**To:** Michael Choate <[MChoate@immfire.com](mailto:MChoate@immfire.com)>; Alan Davis <[ADavis@immfire.com](mailto:ADavis@immfire.com)>; [BillMcDaniel@colliergov.net](mailto:BillMcDaniel@colliergov.net); [passidomo.kathleen@flsenate.gov](mailto:passidomo.kathleen@flsenate.gov); [PennyTaylor@colliergov.net](mailto:PennyTaylor@colliergov.net); [BillMcDaniel@colliergov.net](mailto:BillMcDaniel@colliergov.net)  
**Subject:** Battalion Chief Alan Davis an "Unsung Hero"

**From the Desk of Scott and Donna Banning  
612 North 11th Street Unit 207  
Immokalee, Florida 34142**

**Phone: 239-503-1449**

**[Email:scottdbanning@gmail.com](mailto:scottdbanning@gmail.com)**

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October 31, 2017

Immokalee Fire Control District  
502 East New Market Rd.  
Immokalee, FL 34142

Attn: Fire Chief Michael Choate

Re: Battalion Chief Alan Davis

Dear Chief Choate,

Please allow me to introduce ourselves to you. We are Scott and Donna Banning of Bromelia Place 612 N 11th St, Immokalee, FL 34142. This letter is about Battalion Chief Alan Davis of the Immokalee Florida Fire Control District.

My wife and I have come to know Chief Davis since we first moved to Immokalee Florida almost a year ago. As I am a very critical care patient in need of a heart transplant my health can take a severe turn for the worse in seconds as it has so

many times.

I have given this letter a great deal of thought as to just what to say about Chief Davis. Most simply put Chief Davis is a hero that has saved my life more than once. I know that in society today it's easy for someone to say "Oh you saved my life" it is completely something else to hold a life in your hands, to not shy away from doing what is necessary, to truly save a life. Battalion Chief Alan Davis by the accounts of many medical professionals saved my life.

Chief Davis or "Alan" as I will call him though out this letter is a hero, a leader of men and women, a complete professional firefighter, a man that we can all look to in our most darkest hours of need and perhaps the kindest soul of anyone I have ever met.

My wife and I both being veterans have had our share of times when the odds are against you, when there seemed to be no way out and we were ready to give up and the good lord almighty sends a you an angel to lead you from harms way and out of the darkness. Alan Davis is a man I would be proud to have stand by my side any time, any where, when the forces against you are so overwhelming that you need someone that really has your back. "Alan" is that man.

As Hurricane Irma approached the State of Florida and plans were being made I was contacted to be moved to the special needs shelter by the emergency management center and as things do happen in the "FOG" of the moment my wife and I were over looked and had to ride out the storm in our apartment.

As with so many here in Collier County "Hurricane Irma" kicked our butt. My oxygen supply that I have to be on 24 hours a day was less than an hour away from running out. With the temperature rising to over 115 degrees in our apartment and no way for us to get help, no way to call 911, no way to get out of our apartment as my medical condition will not allow me easy transport "Alan" arrived to just check on us.

In that moment "Alan" could see that my life was in real jeopardy and that I needed help right away and could not wait one more moment to get me medical aid. Alan and a group of fire fighter carried me down the flight of stairs to an awaiting fire vehicle and rushed me to a Red Cross Disaster Relief site that had critical care nurses and doctors waiting for me. As my body temperature had risen to an extremely high level, my internal organs were shutting down Alan took control of the situation and as calm as I have ever seen him. He never lost sight of what needed to be done to see that I lived to see another day.

The critical cares nurses of the Red Cross and the Doctors and Nurses of National Disaster Medical System (NDMS) of the Department of Health and Human Services all credit the quick thinking of Battalion Chief Alan Davis as I would not have lived.

On behalf of myself and my wife we can only give Battalion Chief Alan Davis our personal "Unsung Hero Award" or "Heros Operi Latura Vetustas" if you will.

I hope all who read this letter will take the time out of there busy lives to speak

with Battalion Chief Alan Davis. To get to know the man my wife and I call an angel, hero and most importantly to us our friend. Alan is a humble man and may be a bit uncomfortable with my words of praise that I have spoken of him. However Alan deserves the praise of all of us that call the Great State of Florida home.

Chief Choate I hope this letter is well received by you and the men and women that day in and day out serve with Battalion Chief Alan Davis.

Our hopes and prayers are with you all to be safe and well and of course to thank all the men and women you oversee for there service.

Truly yours,

Scott and Donna Banning

CC: Via Fax and/or Email

The Honorable Rick Scott, Governor State of Florida  
The Honorable Marco Rubio, U.S. Senator  
The Honorable William Nelson, U.S. Senator  
The Honorable Kathleen Passidomo, Florida State Senator  
The Honorable Penny Taylor Chairman, Collier County Commissioner  
The Honorable William L. McDaniel, Jr. Collier County Commissioner

**Exchange** Defender Message Security: [Check Authenticity](#)

**Exchange** Defender Message Security: [Check Authenticity](#)