LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT

NOTICE OF MEETING

A REGULAR MEETING OF THE BOARD OF FIRE COMMISSIONERS WILL BE HELD AT LEHIGH ACRES FIRE CONTROL& RESCUE DISTRICT STATION 104, 3102 16TH ST SW, LEHIGH ACRES FL, 33976

AT 6:00pm, Tuesday July 24, 2012

AGENDA

CALL MEETING TO ORDER __________

PLEDGE OF ALLEGIANCE __________

INVOCATION __________

IN ATTENDANCE (ROLL CALL)

ADOPTION OF AGENDA __________

CONSENT AGENDA

- Approval of Minutes
- Treasurers Report __________

Drug Free Workplace Policy- Ken Bennett, Assistant Chief of Administration
Recommending the Board of Fire Commissioners approve revisions and reformatting to the existing Lehigh Acres Fire Control and Rescue District's Drug Free Workplace Policy.

- **Executive Summary July 2012- 1 (pg 22-40)** __________

Job Description Title Change – Ken Bennett, Assistant Chief of Administration
Recommending the Board of Fire Commissioners approve a title change and revision to the previous Logistics Manager Job Description, revising to Division Chief of Logistics, as presented.

- **Executive Summary June 2012- 2 (pg 41-45)** __________

Standard Operating Procedure 120.01- Ken Bennett, Assistant Chief of Administration
Recommending the Board of Fire Commissioners to approve of the reclassification from a guideline to a procedure the pre-employment review procedures for entry level firefighter positions – *Standard Operating Procedure 120.01 – Employment Review Process – Entry Level Operations Position*

- **Executive Summary June 2012-3 (pg 46-50)** __________

PUBLIC COMMENTS ON AGENDA ITEMS
(3 min limit; no discussion by Commission) __________

DEPARTMENT REPORTS

- Chief __________
- Staff __________
- DVP 6 and 19 __________
- Attorney's Report __________

COMMISSIONERS' REPORTS __________

UNFINISHED BUSINESS

Inter-local agreement with Bonita Springs Fire Control and Rescue District- Assistant Chief of Administration Ken Bennett
Recommending the Board of Fire Commissioners approve an inter-local agreement between the Lehigh Acres Fire Control and Rescue District and the Bonita Springs Fire Control and Rescue District for the services of plan review for new and existing commercial construction within the Lehigh Acres Fire Control and Rescue District.

- **Executive Summary July 2012- 4 (pg 51-61)** __________

NEW BUSINESS

Dates to Hold 2012/2013 Tentative Budget Hearings-
Ben Van Klingeren, Finance Manager
Request dates to hold 2012/2013 Tentative Budget Hearings (in compliance with Florida TRIM standards).

- **Executive Summary July 2012- 5 (pg 62)** __________

Tentative Millage Rate- Ben Van Klingeren, Finance Manager
Request the Board of Commissioners to adopt the tentative millage rate of 3.0000 mills in order to develop and continue the discussion of the Fiscal Year 2012-2013 Budget.

- **Executive Summary June 2012- 6 (pg 63)** __________

PUBLIC COMMENT ON NON-AGENDA ITEMS
(3 min limit; no discussion by Commission) __________

COMMISSIONER'S COMMENTS __________

ADMINISTRATIVE COMMENTS __________

ADJOURNMENT __________

Any person wishing to appeal an official decision made on any subject by the Board of Fire Commissioners, Lehigh Acres Fire Control and Rescue District, at a meeting or hearing will need a verbatim record of the proceedings. This record must include the testimony and evidence upon which the appeal is to be based. If an individual requires special aid or services as addressed in the Americans With Disabilities Act (ADA), please contact the Fire Chief at (239) 303.5300. If the Fire Chief is not available, please contact staff at the same number.

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT

COMMISSION MEETING

MINUTES

June 27, 2012

The June 27, 2012 regular Commission Meeting of the Lehigh Acres Fire Control and Rescue District Board of Commissioners was held at Lehigh Acres Fire Control and Rescue District Station 104, 3102 16th St. SW, Lehigh Acres, FL 33976. The meeting was opened at 6:00pm by Chairman Berndt. Present were Commissioners Adams, Carter, Becker, Berndt; Chief Donald Adams, Assistant Chief Bennett, Logistics Mgr Jeff Nickell, Finance Manager Ben VanKlingeren and Administrative Assistant Platas. Attorney Pringle is also in attendance.

After the Pledge of Allegiance, Commissioner Berndt asked Chief Adams to give the invocation.

ADOPTION OF AGENDA:

Commissioner Berndt asked if there were any additions, corrections or deletions to the Agenda. Commissioner Carter motioned to approve with second from Commissioner Berndt. Motion carries.

CONSENT AGENDA:

- Fire Board Regular Meeting Minutes of May 22, 2012
- Treasurers Report

Commissioner Carter motioned to approve with a second from Commissioner Adams. Motion carries.

PUBLIC COMMENT ON AGENDA ITEMS:

Cathy Kruse
Jacqueline Danis
Robert Anderson

DEPARTMENT REPORTS

Chief reported on the following:

- Governor Scott declared a State of Emergency for tropical storm Debbie.

DVP 6 and 19:

Brad Labar – District 6
John Wayne – District 19

DEPARTMENT ATTORNEY:

None.

COMMISSIONER REPORT:

Commissioner Carter rec'd a thank you letter for her participation in the 14th Annual Family Café Conference.

UNFINISHED BUSINESS:

ASSESSMENT OF THE JOB PEREFORMANCE OF CHIEF ADAMS - Under public comment several allegations were mentioned related to Chief Adams' internet activities. The Board discussed a number of options in establishing the evaluation process. Commissioner Becker stated reviews are not a black and white thing. Richard Pringle handed out a template that Commissioners can use during their one-on-one evaluations of the Chief.

Due to the allegations, Commissioner Adams would like to see the accusations in the form of a formal complaint to be presented in writing. He firmly believes there are two sides to every story and he wants to know both sides. Commissioner Carter is leaning towards the same idea as Commissioner Adams.

After discussion of the evaluation process and the allegations, the Board discussed tabling the evaluation. Attorney Pringle stated there are desires to hear about the allegations before you go further in the evaluation process. If this is the desire of the Commissioners, then this process would be put on hold until you complete the receipt of the complaints. The Board would have to decide what you want to do with them. The Board can order an investigation of the Chief's conduct. The steps to determine if an investigation should be performed is you first have to hear the allegations. If an investigation is warranted, then you can choose.

Commissioner Carter wants to make sure the Board receives all the information concerning the allegations from an outside investigator.

Attorney Pringle stated the Chief's agreement describes the investigation process. Chief stated you are not allowed to go to inappropriate sites because Websence is designed to block those sites. Chief stated he can assure that he is a man of faith and did not go to any inappropriate sites.

Consensus of the Board is to have the complaint in writing, to evaluate to see if it should go further. Commissioner Berndt wants to see Ken Bennett take a snapshot of the department in a whole to see if pop-ups come up.

Commissioner Carter motioned to table Assessment at this time until after the result information is received, with second from Commissioner Berndt. Motion passed.

Commissioner Berndt motioned that we have Assistant Chief Ken Bennett have the hired IT company of the District run a back ground of the organizations web use to see if everyone is having that problem of pop-ups happen to them, including now. Cover the same time period to now. Commissioner Carter seconds the motion. Motion passed.

Commissioners want all information from all parties including complaint and Chief's response in writing.

NEW BUSINESS:

2011 SAFER GRANT – We applied for the SAFER grant and received it in the amount of $6,716,874. Old grant expires 8/13/12. New grant picks up September 14, 2012. Chief is requesting Board approval to accept the SAFER grant. It is for retention. There is a time period between August 14 and September 13 that needs to be discussed at some point. A few minor things are different, but ultimately the same grant. Commissioner Becker motioned to accept the grant with a second from Commissioner Berndt. Motion carries.

DR. LEMMONS CONTRACT - Chief is asking that we extend Dr. Lemmons contract as presented. None of the terms are changing except the termination date. Commissioner Berndt motioned to extend Dr. Lemmons contract until September 30, 2015 with a second from Commissioner Adams. Motion carries.

2012-2013 BUDGET WORKSHOP DATES – Two workshops in July and two workshops in August.

Budget Workshops are as follows:

July 10, 2012 at 4:00pm
July 24, 2012 at 4:00pm
August 9, 2012 at 4:00pm
August 29, 2012 at 4:00pm

Commissioner Becker motioned to accept the above budget workshop dates with a second from Commissioner Carter. Motion carries.

September 14, 2012 at 5:01pm – Tentative Budget Hearing

PUBLIC COMMENT:

Cathy Kruse

COMMISSIONERS COMMENTS:

Commissioner Becker stated the County has to provide ambulance service. No matter what happens, if things get that bad, we will have ambulances, but they will be supported by the County.

All Commissioners are happy to accept the SAFER Grant.

ADMINISTRATIVE COMMENTS:

Chief stated he did receive a public records request. It does tie up his time and takes him away from other things from the District.

Adjourn: 7:33pm

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David Adams, Secretary

Lehigh Acres Fire Control and Rescue District
Receipts and Disbursements
For the ninth month ending June 30, 2012

		Period To Date Actual	Period To Date %	Annual Budget (Amended)	Year To Date Actual	Year To Date %	Budget Variance
Beginning Cash		-		$ 12,422,473	$ 12,422,473	100.00%	$ -
	Ad Valorem Taxes	432,228.72	6.39%	$ 6,763,863	6,907,236.49	102.12%	143,373.49
	Grants	1,269.33	0.04%	$ 3,034,778	2,067,874.29	68.14%	(966,903.71)
	FF Supplemental Income	-	0.00%	$ 20,000	18,960.00	94.80%	(1,040.00)
	Donations	-	0.00%	$ 500	246.00	49.20%	(254.00)
	William Ziegler Memorial	-	0.00%	$ -	-	0.00%	-
	Paul J. Dube Paramedic Fund	-	0.00%	$ -	-	0.00%	-
	Inspection Fees	2,278.60	6.90%	$ 33,000	22,119.76	67.03%	(10,880.24)
	User Fees	70,550.45	4.51%	$ 1,565,249	858,701.67	54.86%	(706,547.33)
	Interest	1,072.04	4.42%	$ 24,250	10,176.62	41.97%	(14,073.38)
	Interest-Impact Fees	1.67	0.00%	$ -	13.99	0.00%	13.99
	Interest-Ad Valorem	-	0.00%	$ -	-	0.00%	-
	Impact Fees	-	0.00%	$ 750	-	0.00%	(750.00)
	Miscellaneous Income	7,013.31	9.35%	$ 75,000	51,933.16	69.24%	(23,066.84)
	Other Government Revenue	-	0.00%	$ -	-	0.00%	-
	Proceeds from Insurance	-	0.00%	$ -	59,313.08	0.00%	59,313.08
	Sale of Fixed Assets	-	0.00%	$ -	-	0.00%	-
	Prevention Fees & Sales	-	0.00%	$ -	-	0.00%	-
	Dependant Coverage Reimb.	-	0.00%	$ -	-	0.00%	-
	Construction Loan Proceeds	-	0.00%	$ -	-	0.00%	-
Total Receipts		**$ 514,414.12**	**4.47%**	**$11,517,390.00**	**$ 9,996,575.06**		**$ (1,520,814.94)**
Total Receipts & Carryforward		**$ 514,414.12**		**$23,939,853.00**	**$22,419,048.06**		**$ (1,520,814.94)**
Disbursements							
1100	Salaries	587,788.76	7.55%	7,785,608	5,673,401.80	72.87%	2,112,206.20
1200	Employee Benefits	274,915.87	6.73%	4,086,237	2,590,949.00	63.41%	1,495,288.00
3310	Professional Services	48,314.60	11.77%	410,440	353,087.54	86.03%	57,352.46
3340	Contract Services	-	0.00%	-	-	0.00%	-
3400	Travel Commission	-	0.00%	-	-	0.00%	-
3410	Communications	4,949.82	5.63%	87,976	62,200.72	70.70%	25,775.28
3430	Utilities	9,531.67	9.27%	102,875	79,060.96	76.85%	23,814.04
3440	Rentals	266.12	4.81%	5,536	3,064.41	55.35%	2,471.59
3450	Insurance/General	-	0.00%	177,950	156,800.15	88.11%	21,149.85
3460	Maintenance	18,016.74	4.62%	390,159	246,909.24	63.28%	143,249.76
3480	Promotional	-	0.00%	3,000	75.00	2.50%	2,925.00
3490	Other Current Charges	4,447.56	10.03%	44,347	17,578.33	39.64%	26,768.67
3510	Office	733.79	3.34%	22,000	13,572.27	61.69%	8,427.73
3520	Operating Supplies	45,143.56	8.87%	508,774	393,758.22	77.39%	115,015.78
6600	Capital	-	0.00%	52,735	44,534.00	84.45%	8,201.00
7700	Debt Service	-	0.00%	-	-	0.00%	-
8000	Bad Debt Expense	-	0.00%	-	-	0.00%	-
8100	CERT Grant Expense	55.00	1.64%	3,361	1,324.33	39.40%	2,036.67
9000	Collection Fees	671.38	13.43%	5,000	7,563.11	151.26%	(2,563.11)
9900	**UNASSIGNED - OPERATING**	-	0.00%	1,921,289	-	0.00%	1,921,289.00
9901	**ASSIGNED - CAPITAL**	-	0.00%	3,966,265	-	0.00%	3,966,265.00
9902	**ASSIGNED - PERSONNEL**	-	0.00%	-	-	0.00%	-
9904	**ASSIGNED - 90-DAY CARRYFORW**	-	0.00%	3,366,311	-	0.00%	3,366,311.00
9905	**ASSIGNED - DISASTER**	-	0.00%	1,000,000	-	0.00%	1,000,000.00
9906	**NONSPENDABLE - DUE FROM IMP**	-	0.00%	2,523,155	-	0.00%	2,523,155.00
9907	**UNASSIGNED - DUE TO GENERAL**	-	0.00%	(2,523,155)	-	0.00%	(2,523,155.00)
9908	**ASSIGNED - ACTUARIAL / OPEB L**	-	0.00%	-	-	0.00%	-
TOTAL DISBURSEMENTS		**$ 994,834.87**	**4.16%**	**23,939,863**	**$ 9,643,879.08**	**40.28%**	**$ 14,295,983.92**
NOTE: Balances include year-end accruals.				**YTD NET**	**$ 352,695.98**		
				YTD RESERVES	**12,775,168.98**		

These reports are intended for internal use only.

LEHIGH ACRES FIRE CONTROL RESCUE DISTRICT
BREAKDOWN OF ACCOUNTS
FOR THE NINTH
MONTH ENDING JUNE 30, 2012

	PERIOD TO DATE			YEAR TO DATE		
	Actual	%	Annual Budget (Original)	Actual	%	Budget Variance
1100 SALARIES						
1105 Commission Salary	1,000.00	6.67%	15,000	9,750.00	65.00%	5,250.00
1110 Administrative Salaries	38,990.27	7.79%	500,266	374,565.73	74.87%	125,700.27
1120 Regular Salaries	531,057.80	7.54%	7,045,342	5,094,686.97	72.31%	1,950,655.03
1130 Holiday Pay	-	0.00%	-	-	0.00%	-
1140 Overtime	16,740.69	11.16%	150,000	122,840.37	81.89%	27,159.63
1150 Sick Time	-	0.00%	-	-	0.00%	-
1160 Annual Sick Time Pay	-	0.00%	75,000	71,558.73	95.41%	3,441.27
Total Salaries	**587,788.76**	**7.55%**	**7,785,608**	**5,673,401.80**	**72.87%**	**2,112,206.20**
1200 EMPLOYEE BENEFITS						
1210 Payroll Tax Expense	44,726.15	7.51%	595,599	429,226.07	72.07%	166,372.93
1220 Retirement	-	0.00%	-	-	0.00%	-
1221 Retirement Liability	-	0.00%	264,240	3,300.00	1.25%	260,940.00
1222 FRS Contribution - Special Risk	72,199.56	7.00%	1,031,200	686,745.33	66.60%	344,454.67
1223 FRS Contribution - Regular	1,331.18	7.24%	18,398	12,885.66	70.04%	5,512.34
1224 FRS Contribution - DROP	2,104.99	5.08%	41,467	19,197.68	46.30%	22,269.32
1225 FRS Contribution - Elected Officials	83.55	4.23%	1,976	835.50	42.28%	1,140.50
1230 Group Insurance	-	0.00%	-	-	0.00%	-
1231 Health Insurance	117,346.76	7.56%	1,552,542	1,039,029.53	66.92%	513,512.47
1232 Dental Insurance	7,872.44	8.04%	97,904	70,629.80	72.14%	27,274.20
1233 STD/LTD/Life Insurance	5,780.75	5.59%	103,408	52,154.41	50.44%	51,253.59
1240 WorkersCompensation	23,470.49	8.45%	277,664	275,295.02	99.15%	2,368.98
1250 Unemployment Compensation	-	0.00%	101,839	1,650.00	1.62%	100,189.00
Total Employee Benefits	**274,915.87**	**6.73%**	**4,086,237**	**2,590,949.00**	**63.41%**	**1,495,288.00**
3310 PROFESSIONAL SERVICES						
3311 Property Appraiser	16,458.26	23.77%	69,235	57,653.54	83.27%	11,581.46
3312 Legal Fees	5,399.00	6.00%	90,000	44,410.11	49.34%	45,589.89
3313 Medical Director	4,000.00	8.33%	48,000	36,000.00	75.00%	12,000.00
3314 Physicals	13,167.52	91.44%	14,400	29,714.77	206.35%	(15,314.77)
3315 Land Taxes	-	0.00%	3,000	2,041.24	68.04%	958.76
3316 Tax Collector's Commission	8,644.58	6.41%	134,805	139,644.74	103.59%	(4,839.74)
3317 Actuarial Study	-	0.00%	7,000	7,000.00	0.00%	-
3319 Miscellaneous Charges	620.24	12.40%	5,000	5,123.14	102.46%	(123.14)
3320 Audit	-	0.00%	35,000	31,200.00	89.14%	3,800.00
3321 Professional Service Fees	25.00	0.63%	4,000	300.00	7.50%	3,700.00
Total Professional Services	**48,314.60**	**11.77%**	**410,440**	**353,087.54**	**86.03%**	**57,352.46**
3340 CONTRACT SERVICES						
3342 Outside Maintenance	-	0.00%	-	-	0.00%	-
3343 Ambulance & Medical Billing	-	0.00%	-	-	0.00%	-
3344 5 Year Plan	-	0.00%	-	-	0.00%	-
Total Contract Services	**-**	**0.00%**	**-**	**-**	**0.00%**	**-**
3400 TRAVEL/PER DIEM (COMMISSION)	**-**	**0.00%**	**-**	**-**	**0.00%**	**-**
3410 COMMUNICATIONS	**4,949.82**	**5.63%**	**87,976**	**62,200.72**	70.70%	**25,775.28**
3430 UTILITIES						
3431 Electric	7,579.36	9.32%	81,345	62,633.25	77.00%	18,711.75
3432 Utilities	1,952.31	9.07%	21,530	16,427.71	76.30%	5,102.29
Total Utilities	**9,531.67**	**9.27%**	**102,875**	**79,060.96**	**76.85%**	**23,814.04**
3440 RENTALS	**266.12**	**4.81%**	**5,536**	**3,064.41**	**55.35%**	**2,471.59**
3450 INSURANCE (GENERAL)	**-**	**0.00%**	**177,950**	**156,800.15**	**88.11%**	**21,149.85**
3460 MAINTENANCE						
3461 Building Maintenance	6,290.46	23.13%	27,196	24,754.48	91.02%	2,441.52
3462 Equipment Maintenance	969.74	3.48%	27,905	16,295.28	58.40%	11,609.72
3463 Vehicle Maintenance	5,521.79	2.40%	230,000	143,401.43	62.35%	86,598.57
3464 Maintenance Contracts	5,234.75	7.48%	69,958	48,890.55	69.89%	21,067.45
3466 IT Computer Support	-	0.00%	35,100	13,567.50	38.65%	21,532.50
Total Maintenance	**18,016.74**	**4.62%**	**390,159**	**246,909.24**	**63.28%**	**143,249.76**

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LEHIGH ACRES FIRE CONTROL RESCUE DISTRICT
BREAKDOWN OF ACCOUNTS
FOR THE NINTH
MONTH ENDING JUNE 30, 2012

		PERIOD TO DATE			YEAR TO DATE		
		Actual	%	Annual Budget (Original)	Actual	%	Budget Variance
3480	**PROMOTIONAL**	-	**0.00%**	**3,000**	**75.00**	**2.50%**	**2,925.00**
3490	**OTHER CURRENT CHGS & OBLIGATIONS**						
3491	Motel/Travel/Per Diem	1,026.49	23.32%	4,401	2,417.93	54.94%	1,983.07
3492	Training	2,458.00	11.92%	20,621	4,450.00	21.58%	16,171.00
3493	Administrative/Board	121.55	3.04%	4,000	296.55	7.41%	3,703.45
3494	Administrative/Elections	-	0.00%	-	379.29	0.00%	(379.29)
3495	Administrative/Office	841.52	6.51%	12,925	10,034.56	77.64%	2,890.44
3496	Contingencies	-	0.00%	2,400	-	0.00%	2,400.00
Total Other Current Chgs & Obligations		**4,447.56**	**10.03%**	**44,347**	**17,578.33**	**39.64%**	**26,768.67**
3500	**OFFICE**						
3510	Office Supplies	426.92	4.27%	10,000	6,297.82	62.98%	3,702.18
3511	Postage/Freight	306.87	2.56%	12,000	7,274.45	60.62%	4,725.55
		733.79	**3.34%**	**22,000.00**	**13,572.27**	**61.69%**	**8,427.73**
3520	**DEPARTMENT SUPPLIES**						
3521	Department Supplies	184.44	0.77%	24,000	19,714.94	82.15%	4,285.06
3522	Paramedic Supplies	12,957.31	6.82%	190,000	117,761.19	61.98%	72,238.81
3523	Gas/Oil	24,011.86	12.10%	198,410	150,061.40	75.63%	48,348.60
3524	Uniforms	567.50	5.27%	10,761	8,512.00	79.10%	2,249.00
3525	Propane	592.71	4.09%	14,500	12,381.61	85.39%	2,118.39
3526	Computer Supplies	4,535.62	21.49%	21,103	21,976.88	104.14%	(873.88)
3528	Janitorial Supplies	1,658.41	6.63%	25,000	8,745.19	34.98%	16,254.81
3529	Training Supplies	-	0.00%	3,000	688.53	22.95%	2,311.47
3530	Shop Supplies	495.71	12.39%	4,000	4,408.34	110.21%	(408.34)
3531	Protective Clothing Ensembles	140.00	0.78%	18,000	49,508.14	275.05%	(31,508.14)
Total Department Supplies		**45,143.56**	**70.35%**	**508,774**	**393,758.22**	**77.39%**	**115,015.78**
6600	**CAPITAL**						
6620	Buildings	-	0.00%	-	-	0.00%	-
6630	Improvements/Other	-	0.00%	-	-	0.00%	-
6640	Machinery and Equipment	-	0.00%	10,000	9,800.00	98.00%	200.00
6641	Grants	-	0.00%	-	-	0.00%	-
6642	Impact Fees	-	0.00%	1,000	-	0.00%	1,000.00
6643	Computers	-	0.00%	41,735	33,735.00	80.83%	8,000.00
6644	Future Growth Fund	-	0.00%	-	-	0.00%	-
6645	Vehicles	-	0.00%	-	-	0.00%	-
6650	Const. In Progress	-	0.00%	-	-	0.00%	-
6661	General Fund Less than Cap Amt.	-	0.00%	-	999.00	0.00%	(999.00)
Total Capital Outlay		**-**	**0.00%**	**52,735**	**44,534.00**	**84.45%**	**8,201.00**
7700	**DEBT SERVICE**						
7710	Principal	-	0.00%	-	-	0.00%	-
7720	Interest on Loans	-	0.00%	-	-	0.00%	-
7730	Interest on Credit Line	-	0.00%	-	-	0.00%	-
Total Debt Service		**-**	**0.00%**	**-**	**-**	**0.00%**	**-**
8000	Bad Debt Expense	-	0.00%	-	-	0.00%	-
8100	CERT Grant Expense	55.00	1.64%	3,361	1,324.33	39.40%	2,036.67
9000	Collection Fees	671.38	13.43%	5,000	7,563.11	151.26%	(2,563.11)
9900	**UNASSIGNED - OPERATING**	-	**0.00%**	**1,921,289**	-	0.00%	**1,921,289.00**
9901	**ASSIGNED - CAPITAL**	-	**0.00%**	**3,966,265**	-	0.00%	**3,966,265.00**
9902	**ASSIGNED - PERSONNEL**	-	**0.00%**	**-**	-	0.00%	**-**
9904	**ASSIGNED - 90-DAY CARRYFORWARD**	-	**0.00%**	**3,366,311**	-	0.00%	**3,366,311.00**
9905	**ASSIGNED - DISASTER**	-	**0.00%**	**1,000,000**	-	0.00%	**1,000,000.00**
9906	**NONSPENDABLE - DUE FROM IMP FEE FUI**	-	**0.00%**	**2,523,155**	-	0.00%	**2,523,155.00**
9907	**UNASSIGNED - DUE TO GENERAL FUND RI**	-	**0.00%**	**(2,523,155)**	-	0.00%	**(2,523,155.00)**
9908	**ASSIGNED - ACTUARIAL / OPEB LIAB.**	-	**0.00%**	**-**	-	0.00%	**-**
	Total Operating Expenditures	**994,834.87**	**4.16%**	**23,939,863.00**	**9,643,879.08**	**40.28%**	**14,295,983.92**

These reports are intended for internal use only.

Balance Sheet
As of 6/30/2012
LEHIGH ACRES FIRE CONTROL DISTRICT (LFD) **(GENERAL FUND)**

ASSETS			
CURRENT ASSETS			
101-0100	General Checking Account	$ 160,378.06	
101-0101	General M/Mkt Account	$ 12,526,357.31	
102-0100	Petty Cash	$ 200.00	
115-0098	Accounts Receivable-Insp. Fees-Collections	$ 7,595.24	
115-0099	Accounts Receivable/User Fees - Collections	$ 2,411,175.84	
115-0100	Accounts Receivable/Users Fees	$ 1,989,350.91	
115-0101	Acct. Receivable/Inspections	$ 4,329.28	
117-0099	Allowance for Doubtful Accts-Collections	$ -2,411,175.84	
117-0100	Allowance for Doubtful Account	$ -1,778,365.53	
117-0101	Allowance for Doubtful Account - Inspection	$ -7,595.24	
118-0100	Due from Impact Fee Fund	$ 2,523,154.69	
	Total CURRENT ASSETS:		$ 15,425,404.72
FIXED ASSETS			
161-9001	Land	$ 267,663.53	
162-9001	Buildings	$ 7,970,018.18	
163-9001	Accum Dep-Buildings	$ -1,125,845.20	
164-9001	Improvements/No Buildings	$ 195,696.54	
165-9001	Accum Dep-Improvements/No Bldg	$ -92,545.68	
166-9001	Equipment and Furniture	$ 2,339,878.40	
166-9002	Vehicles	$ 6,540,930.74	
167-9001	Accum Dep-Equip & Furn	$ -1,469,258.94	
167-9002	Accum Dep-Vehicles	$ -4,465,117.27	
	Total FIXED ASSETS:		$ 10,161,420.30
OTHER ASSETS			
181-0100	Debt Ser./Compensated Absences	$ 725,136.62	
181-0101	Debt Service - Net OPEB Obligation	$ 805,000.00	
	Total OTHER ASSETS:		$ 1,530,136.62
	Total ASSETS:		$ 27,116,961.64
LIABILITIES			
CURRENT LIABILITIES			
202-0100	Accounts Payable/ Trade	$ 33,594.05	
202-0400	Sales Tax Payable	$ 3.48	
210-0100	Compensated Absences	$ 725,136.62	
216-0106	Aflac Insurance - Pre-Tax (Group, etc.)	$ -298.54	
216-0107	Aflac Insurance - After Tax	$ 1,818.57	
216-0111	Net OPEB Obligation	$ 805,000.00	
216-0112	Retirement Payable - Employee contribution	$ 16,197.67	
216-0113	Retirement Payable - Employer contribution	$ 75,719.28	
	Total CURRENT LIABILITIES:		$ 1,657,171.13
FUND BALANCE-DEBT SERVICE FUND			
280-0100	Equity/ General Fixed Assets	$ 17,314,187.39	
280-0101	Equity/Acc Dep-Gen Fixed Asset	$ -7,152,767.09	
	Total FUND BALANCE-DEBT SERVICE FUND:		$ 10,161,420.30
	Total LIABILITIES:		$ 11,818,591.43
EQUITY			
270-0000	Fund Balance - General Fund	$ 14,945,628.22	
270-0000	Retained Earnings-Current Year	$ 352,741.99	
	Total EQUITY:		$ 15,298,370.21
			$ 27,116,961.64

Income Statement **(GENERAL FUND)**

For The 9 Periods Ended 6/30/2012

LEHIGH ACRES FIRE CONTROL DISTRICT (LFD)

		Period to Date	Year to Date
REVENUE			
311-0100	Ad Valorem Taxes	$ 432,228.72	$ 6,907,236.49
334-0100	Grants	$ 1,269.33	$ 2,067,874.29
335-0210	FF Supplemental Compensation	$ -0.00	$ 18,960.00
336-0100	Donations	$ -0.00	$ 246.00
342-0500	Inspection Fees	$ 2,278.60	$ 22,119.76
342-0600	Ambulance Billing	$ 70,550.45	$ 858,701.67
361-0100	Interest	$ 1,072.04	$ 10,176.62
369-0100	Miscellaneous Income	$ 7,013.31	$ 51,933.16
369-0103	Proceeds from Insurance	$ -0.00	$ 59,313.08
	Total REVENUE:	$ 514,412.45	$ 9,996,561.07
EXPENSES			
522-1105	Commission Salary	$ 1,000.00	$ 9,750.00
522-1110	Administrative Salaries	$ 38,990.27	$ 374,565.73
522-1120	Regular Salaries	$ 531,057.80	$ 5,094,686.97
522-1140	Overtime	$ 16,740.69	$ 122,840.37
522-1150	Sick Time	$ 0.00	$ 71,558.73
522-1210	Payroll Tax Expense	$ 44,726.15	$ 429,226.07
522-1221	Retirement Liability	$ 0.00	$ 3,300.00
522-1222	FRS Contribution - Special Risk	$ 72,199.56	$ 686,745.33
522-1223	FRS Contribution - Regular Risk	$ 1,331.18	$ 12,885.66
522-1224	FRS Contribution - DROP	$ 2,104.99	$ 19,197.68
522-1225	FRS Contribution - Elected Officials	$ 83.55	$ 835.50
522-1231	Health Insurance	$ 117,346.76	$ 1,039,029.53
522-1232	Dental Insurance	$ 7,872.44	$ 70,629.80
522-1233	STD / LTD / Life Insurance	$ 5,780.75	$ 52,154.41
522-1240	Worker's Compensation	$ 23,470.49	$ 275,295.02
522-1250	Unemployment Compensation	$ 0.00	$ 1,650.00
522-3311	Property Appraiser	$ 16,458.26	$ 57,653.54
522-3312	Legal Fees	$ 5,399.00	$ 44,410.11
522-3313	Medical Director	$ 4,000.00	$ 36,000.00
522-3314	Physicals	$ 13,167.52	$ 29,714.77
522-3315	Land Taxes	$ 0.00	$ 2,041.24
522-3316	Tax Collector's Commission	$ 8,644.58	$ 139,644.74
522-3317	Actuarial Study	$ 0.00	$ 7,000.00
522-3319	Miscellaneous Charges	$ 620.24	$ 5,123.14
522-3320	Audit	$ 0.00	$ 31,200.00
522-3321	Professional Service Fees	$ 25.00	$ 300.00
522-3410	Communications	$ 4,949.82	$ 62,200.72
522-3431	Electric	$ 7,579.36	$ 62,633.25
522-3432	Water/Sewer/Trash Collection	$ 1,952.31	$ 16,427.71
522-3440	Leases	$ 266.12	$ 3,064.41
522-3450	Insurance/ General	$ 0.00	$ 156,800.15
522-3461	Building Maintenance	$ 6,290.46	$ 24,754.48
522-3462	Equipment Maintenance	$ 969.74	$ 16,295.28
522-3463	Vehicle Maintenance	$ 5,521.79	$ 143,401.43
522-3464	Maintenance Contracts	$ 5,234.75	$ 48,890.55
522-3466	IT Computer Support	$ 0.00	$ 13,567.50
522-3480	Promotional	$ 0.00	$ 75.00
522-3491	Motel/Travel/Per Diem	$ 1,026.49	$ 2,417.93
522-3492	Training	$ 2,458.00	$ 4,450.00
522-3493	Administrative/ Board	$ 121.55	$ 296.55
522-3495	Administrative/ Office	$ 841.52	$ 10,413.85
522-3510	Office Supplies	$ 426.92	$ 6,297.82
522-3511	Postage / Freight	$ 306.87	$ 7,274.45
522-3521	Department Supplies	$ 184.44	$ 19,714.94
522-3522	Paramedic Supplies	$ 12,957.31	$ 117,761.19
522-3523	Gas/Oil	$ 24,011.86	$ 150,061.40
522-3524	Uniforms	$ 567.50	$ 8,512.00
522-3525	Propane	$ 592.71	$ 12,381.61
522-3526	Computer Supplies	$ 4,535.62	$ 21,976.88
522-3528	Janitorial Supplies	$ 1,658.41	$ 8,745.19
522-3529	Training Supply	$ 0.00	$ 688.53

Income Statement (GENERAL FUND)

For The 9 Periods Ended 6/30/2012

LEHIGH ACRES FIRE CONTROL DISTRICT (LFD)

Account	Description	Period to Date	Year to Date
522-3530	Mechanical Maintenance Supply	$ 495.71	$ 4,408.34
522-3531	Protective Clothing Ensembles	$ 140.00	$ 49,508.14
522-6640	Machinery and Equipment	$ 0.00	$ 9,800.00
522-6643	Computers	$ 0.00	$ 33,735.00
522-6661	General Fund less than Capital Amount	$ 0.00	$ 999.00
522-8100	CERT Grant Expense	$ 55.00	$ 1,324.33
522-9000	Collection Fees	$ 671.38	$ 7,563.11
	Total EXPENSES:	$ 994,834.87	$ 9,643,879.08
	Net Income (Loss):	$ -480,422.42	$ 352,681.99

Balance Sheet
As of 6/30/2012
LEHIGH ACRES FIRE CONTROL DISTRICT (LFD) (IMPACT FEE FUND)

ASSETS			
CURRENT ASSETS			
101-0102	Impact Fee Account	$ 20,367.39	
	Total CURRENT ASSETS:		$ 20,367.39
	Total ASSETS:		$ 20,367.39
LIABILITIES			
CURRENT LIABILITIES			
217-0100	Due to General Fund	$ 2,523,154.69	
223-0100	Deferred Revenues - Impact Fees	$ 20,353.40	
	Total CURRENT LIABILITIES:		$ 2,543,508.09
EQUITY			
248-0100	Equity/ Impact Fees	$ -2,523,154.69	
270-0000	Retained Earnings-Current Year	$ 13.99	
	Total EQUITY:		$ -2,523,140.70
			$ 20,367.39

Income Statement
For The 9 Periods Ended 6/30/2012
LEHIGH ACRES FIRE CONTROL DISTRICT (LFD)

(IMPACT FEE FUND)

		Period to Date	Year to Date
REVENUE			
361-0101	Interest - Impact Fees	$ 1.67	$ 13.99
	Total REVENUE:	$ 1.67	$ 13.99
EXPENSES			
522-6641	Impact Fees	$ 0.00	$ 0.00
	Total EXPENSES:	$ 0.00	$ 0.00
	Net Income (Loss):	$ 1.67	$ 13.99

Lehigh Acres Fire Control and Rescue District
Cash in the Bank
June 30, 2012

Bank Accounts

General Checking Bank Account: Interest Rate 0.10% (0.0010 multiplier)		
General Funds	$	84,081.99
User Fee Funds	$	883,711.05
William Ziegler Memorial Funds	$	8,002.80
Paul J. Dube Paramedic Fund	$	2,265.00
Everett T. Byer Funds	$	11,164.70
Total Checking Account before Money Market Transfers:	**$**	**989,225.54**
Net Money Market Transfers	**$**	**(828,847.48)**
Total Checking Account after Money Market Transfers:	**$**	**160,378.06**
Bus Money Market Bank Account: Interest Rate 0.10% (0.0010)	**$**	**12,526,357.31**
Impact Fee Bank Account: Interest Rate .10% (0.0010)	**$**	**20,367.39**
Total Cash Available:	**$**	**12,707,102.76**

Lehigh Acres Fire Control and Rescue District
Lehigh Acres , Florida 33974
Reconciliation of Accounts
June 30, 2012
Page 1

GENERAL CHECKING BANK ACCOUNT: (Interest Rate: 0.10% - 0.0010 multiplier))

Balance	June 1, 2012			$ 690,732.27
Income:				$ 503,400.86
Ad Valorem Taxes:			$ 423,584.14	
Interest:			$ 45.41	
Donations:			$ -	
Inspection Fees:			$ 1,917.50	
User Fees:			$ 70,550.45	
Grants:			$ 1,269.33	
Sales Tax Payable			$ -	
William Ziegler Account			$ -	
Paul J Dube Paramedic Fund			$ -	
Proceeds from Insurance:			-	
Miscellaneous Income:			$ 2,397.73	
Report Copies:	$	88.70		
Credit Card Fees	$	33.00		
CPR	$	64.00		
Cobra	$	419.12		
Uniforms	$	-		
FF Supplemental Income	$	-		
Miscellaneous	$	1,792.91		
Health Insurance:			$ 3,636.30	
Bartley		24.11		
Cardoza		290.63		
Jackman		1,333.06		
Kutz		268.62		
Gonzalez		666.53		
Liedtke		699.21		
Norman		-		
Paquin		354.14		
Transfers:	Net Transfers			$ -
Checks:				$ (339,524.55)
Accounts Payable (see accompanying check list):			$ (334,648.03)	
Ambulance Refunds			$ -	
Child Support Payment			$ (4,876.52)	
Payroll:				$ (395,222.95)
Payroll tax deposits:				$ (160,245.91)
Retirement Contribution:				$ (138,141.42)
Adjusting entries:				$ (620.24)
Credit Card Processing Fee			(68.61)	
Account Analysis Fee			(551.63)	
Ending balance :	**June 30, 2012**			**$ 160,378.06**

Lehigh Acres Fire Control and Rescue District
Accounts Payable and Ambulance Refund Check Register
June 30, 2012

CHECK NUMBER	CHECK DATE	NAME	CHECK AMOUNT
047731	6/5/2012	AT&T Mobility	7.75
047732	6/5/2012	Comcast	118.05
047733	6/5/2012	Communication Conexxions of Fl	178.80
047734	6/5/2012	DIRECTV	323.94
047735	6/5/2012	Centurylink	15.50
047736	6/5/2012	FedEx	13.98
047737	6/5/2012	FGUA	424.58
047738	6/5/2012	Kunkel Miller & Hament	5,399.00
047739	6/5/2012	Auto Parts of Lehigh Inc.	929.01
047740	6/5/2012	Ryan Petroleum	5,564.66
047741	6/5/2012	Staples Advantage	903.08
047742	6/5/2012	Toshiba America Business	266.12
047743	6/12/2012	Cobra Control Services	25.00
047744	6/12/2012	Centurylink	2,585.98
047745	6/12/2012	FGUA	554.25
047746	6/12/2012	Florida Department of Educatio	194.31
047747	6/12/2012	Health Metrics, Inc.	1,198.00
047748	6/12/2012	Ken Wilkinson Property App.	16,458.26
047749	6/12/2012	LCEC	647.28
047750	6/12/2012	Joseph Lemmons	4,000.00
047751	6/12/2012	Konica Minolta Bus Solutions	66.75
047752	6/12/2012	Nationwide Retirement Solution	6,372.21
047753	6/12/2012	Office Depot	1,639.99
047754	6/12/2012	Professional Adjustment Corp.	671.38
047755	6/12/2012	Reliance Standard Life Ins. Co	7,872.44
047756	6/12/2012	Ryan Petroleum	9,096.83
047757	6/12/2012	Staples Advantage	495.86
047758	6/12/2012	Suncoast Schools Fed. Cr. Un.	16,624.03
047759	6/12/2012	United Healthcare	117,346.76
047760	6/26/2012	Aflac	2,433.30
047761	6/26/2012	A Great Shirt For Less	547.50
047762	6/26/2012	Alligator Towing & Recovery	375.00
047763	6/26/2012	Linda Carter	55.00
047764	6/26/2012	Community Safety Net	160.00
047765	6/26/2012	DEP-Storage Tank Registration	75.00
047766	6/26/2012	Centurylink	320.30
047767	6/26/2012	FGUA	77.01
047768	6/26/2012	Florida Department of Educatio	194.31
047769	6/26/2012	Florida Fire Systems, LLC	120.00
047770	6/26/2012	Vanessa Koza	85.00
047771	6/26/2012	LCEC	6,932.08
047772	6/26/2012	Life Scan Wellness Centers	12,653.27
047773	6/26/2012	Nationwide Retirement Solution	6,372.21
047774	6/26/2012	Notary Public Underwriters	108.52
047775	6/26/2012	Preferred Governmental	23,470.49
047776	6/26/2012	Ryan Petroleum	9,098.76
047777	6/26/2012	Standard Insurance Company	5,780.75
047778	6/26/2012	Staples Advantage	365.68
047779	6/26/2012	Suncoast Schools Fed. Cr. Un.	16,624.03
047780	6/26/2012	SW FL Polygraph & Background	65.00

Lehigh Acres Fire Control and Rescue District
Accounts Payable and Ambulance Refund Check Register
June 30, 2012

CHECK NUMBER	CHECK DATE	NAME	CHECK AMOUNT
047781	6/26/2012	SW Florida Prof. Firefighters	5,536.18
047782	6/26/2012	Team Equipment, Inc.	4,800.00
047783	6/26/2012	VERIZON WIRELESS MESSAGING	1,354.50
		REPORT TOTAL	**297,597.69**

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT
BANK RECONCILIATION
SUNTRUST BANK
Bus Money Market Performance Account: #6318

Interest Rate: 0.10% (0.0010 multiplier)

Balance per bank statement:	**June 30, 2012**			$ 12,526,357.31
Plus: Deposits in Transit				$ -
Less: Outstanding Transfer				$ -
Adjusted bank balance:	**June 30, 2012**			**$ 12,526,357.31**
Balance per general ledger:	June 1, 2012			$ 12,524,241.68
Deposits:				$ 1,089.00
Money Market Transfers:				-
Money Market Transfers In:	From General Checking	$	-	
	From Impact Fee	$	-	
Money Market Transfers Out:	To General Checking	$	-	$ -
	To Impact Fee	$	-	$ -
Interest:				1,026.63
Payments:				
Ending balance per G/L:	**June 30, 2012**			**$ 12,526,357.31**

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT
BANK RECONCILIATION
SUNTRUST BANK
Impact Fees Business Money Market Account #4410

Interest Rate: 0.10% (0.0010 multiplier)

Balance per bank statement:	**June 30, 2012**	$	20,367.39
Plus: Deposits in Transit			-
Less: Outstanding Transfers			-
Adjusted bank balance:	**June 30, 2012**	**$**	**20,367.39**
Balance per general ledger:	June 1, 2012	$	20,365.72
Deposits:		$	-
Transfer out to Money Market Account		$	-
General Fund (Refund) Payment		$	-
Interest:		$	1.67
Ending balance per G/L:	**June 30, 2012**	**$**	**20,367.39**

18

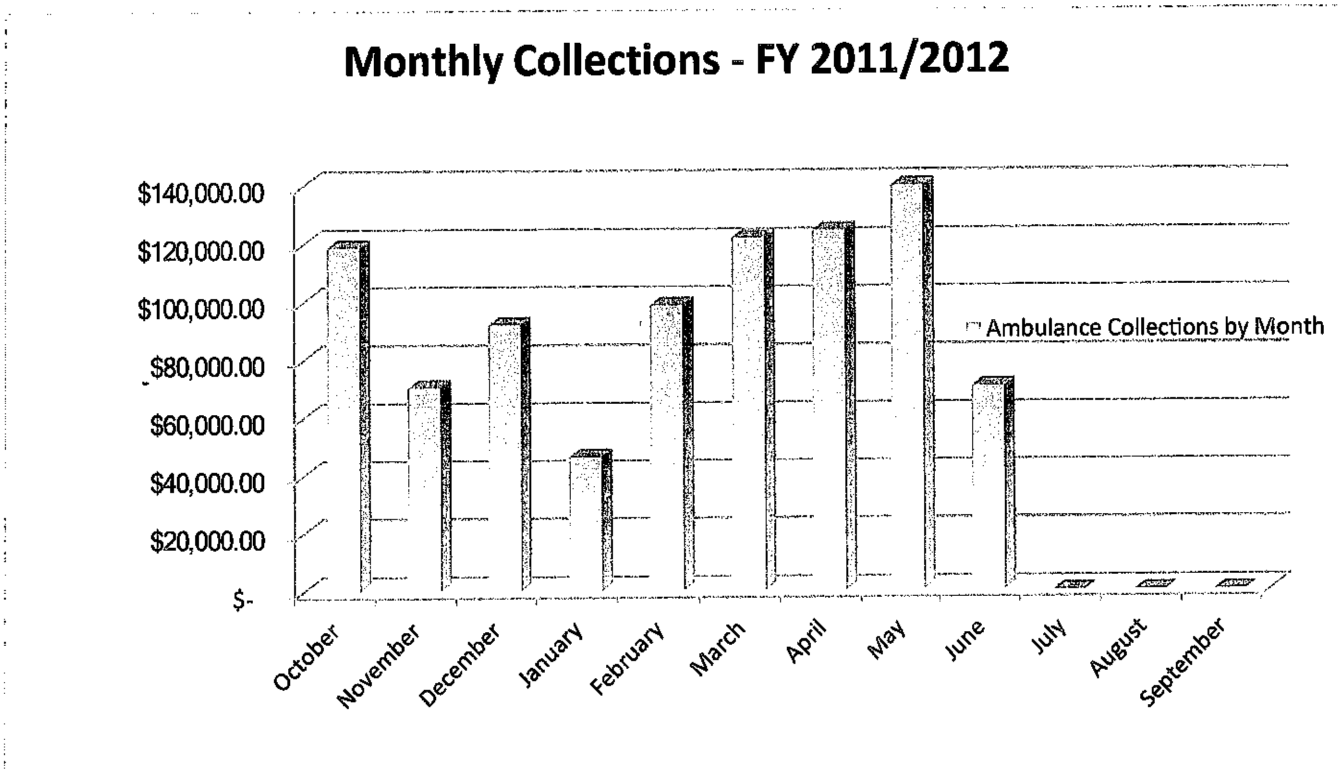
Lehigh Acres Fire Control and Rescue District
Ambulance User Fees Billed & Outstanding
June 30, 2012

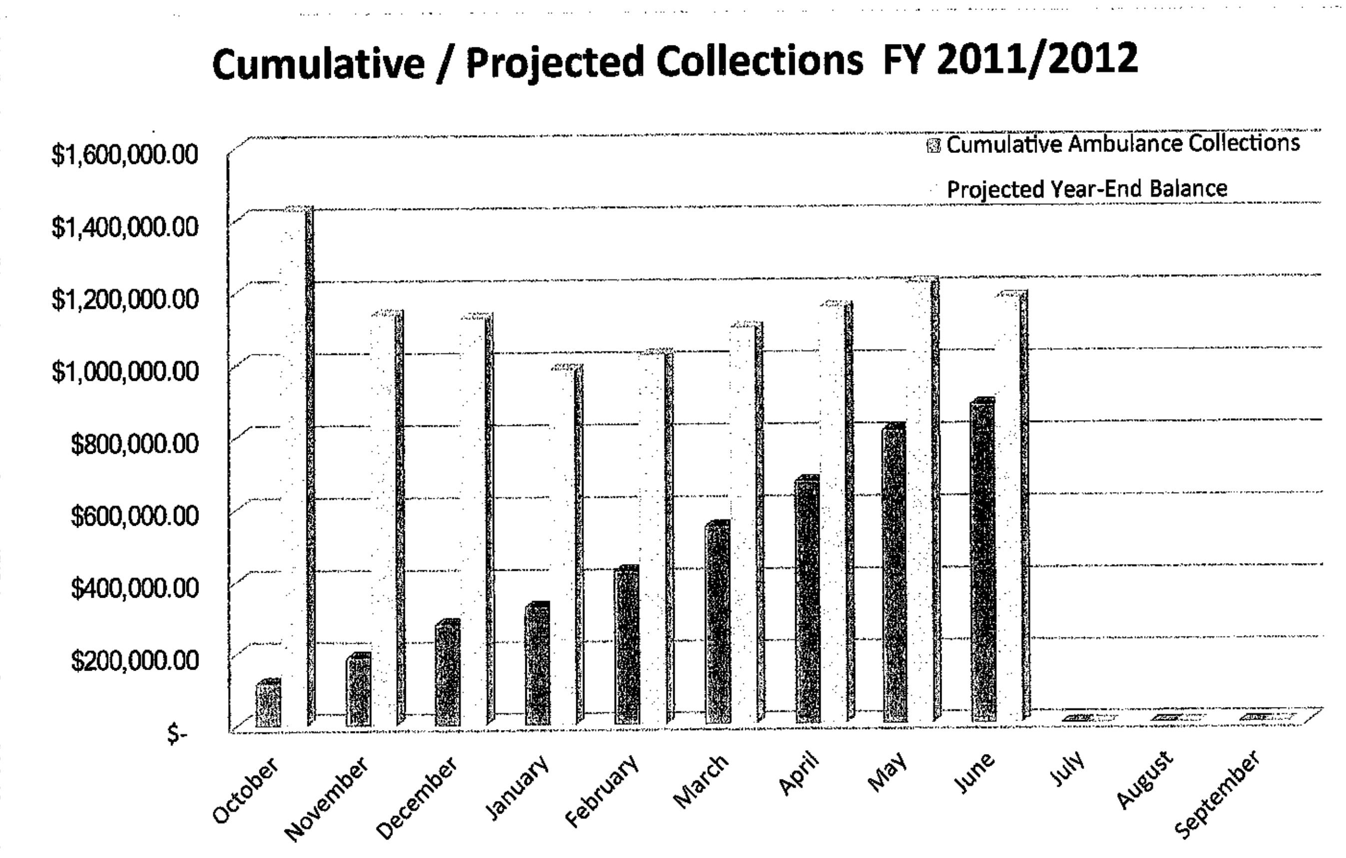
Net A/R - User Fees / Collections @ 4/30/12	**$**	**208,943.27**
MAY SUMMARY		
A/R - User Fees	$	1,989,350.91
Allowance - User Fees	$	(1,778,365.53)
A/R - Collection Accounts	$	2,415,866.09
Allowance - Collection Accounts	$	(2,415,866.09)
(Adjusted) Net A/R - User Fees / Collections @ 5/31/12	**$**	**210,985.38**

Ambulance Collections
LAFD

	Collections per month	Cumulative collections	projected Average annual collections	
11-Oct	$ 118,921.80	$ 118,921.80	$ 1,427,061.60	($118,921.82 x 12/1)
11-Nov	$ 70,565.60	$ 189,487.40	$ 1,136,924.40	($189,487.40 x 12/2)
11-Dec	$ 92,195.70	$ 281,683.10	$ 1,126,732.40	($281,683.10 X 12/3)
12-Jan	$ 46,424.16	$ 328,107.26	$ 984,321.78	($328,107.26 x 12/4)
12-Feb	$ 98,767.36	$ 426,874.62	$ 1,024,499.09	($426,874.62 X 12/5)
12-Mar	$ 122,031.81	$ 548,906.43	$ 1,097,812.86	($548,906.43 x 12/6)
12-Apr	$ 124,488.33	$ 673,394.76	$ 1,154,391.02	($673,394.76 x 12/7)
12-May	$ 139,765.84	$ 813,160.60	$ 1,219,740.90	($813,196.10 x 12/8)
12-Jun	$ 70,550.45	$ 883,711.05	$ 1,178,281.40	**($883,711.05 X 12/9)**
12-Jul				
12-Aug				
12-Sep				

Monthly Average	**$ 98,190.12**


Monthly Collections - FY 2011/2012
$140,000.00
$120,000.00
$100,000.00
$80,000.00
$60,000.00
$40,000.00
$20,000.00
$-
Ambulance Collections by Month
October
November
December
January
February
March
April
May
June
July
August
September


Cumulative / Projected Collections FY 2011/2012
$1,600,000.00
$1,400,000.00
$1,200,000.00
$1,000,000.00
$800,000.00
$600,000.00
$400,000.00
$200,000.00
$-
Cumulative Ambulance Collections
Projected Year-End Balance
October
November
December
January
February
March
April
May
June
July
August
September

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 – 1

Recommending the Board of Fire Commissioners approve revisions and reformatting to the existing Lehigh Acres Fire Control and Rescue District's Drug Free Workplace Policy.

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ken Bennett, Assistant Chief of Administration

PURPOSE AND EXPLANATION

OBJECTIVE: To reformat and revise to current state and federal criteria the existing policy on Drug and Alcohol Testing and convert to the new format for the District Standard Operating Procedures.

CONSIDERATIONS: Attached is the policy for review and reflects the changes to formatting and updates in terminology and procedures from state and federal codes.

Administrative staff has had review and approval from our current insurance carrier who requested an update, as a requirement to maintain a rebate to the District current premium for Workers Compensation (5%). Administrative staff has also forwarded changes to the District's Document Review Team, as well as members from District 6 and 19 of IAFF 1826 in creating the final version of the document.

An addition to this policy is a request by our insurance carrier to require drug testing after all accidents where persons are injured or damage has been noted to District or private property. Although now allowed by Florida law, random drug testing HAS NOT been incorporated into this policy.

Upon approval of the Board, the policy will not take effect for a minimum of 30 days to allow administrative and other supervisor staff time to provide copies of the new policy to all employees.

FISCAL IMPACT: The ability of the District to maintain the 5% rebate on our insurance premiums maintains a savings to the District. Currently the District is charged $45 per drug screen (test).

RECOMMENDATION: Approve the revision as presented.

Lehigh Acres Fire Control & Rescue District
Standard Operating Procedure

100.13

Date Issued: August 27, 2012
Date Last Revised: New
Revision Number: New
Total Pages: 18

Drug And Alcohol Free Workplace

Purpose and Scope: The Employer recognizes that the fire district employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. As part of our commitment to safeguard the health of our employees, to provide a safe environment for our employees to work, and to promote drug-free community, we have established this procedure dealing with the problems of alcohol and substance abuse. The purpose of this policy is to prevent alcohol and drug abuse in the work place, while also recognizing the rights of employees to privacy and protection from searches of any kind which are inherently intrusive, and which should not be undertaken except for real problem situations. This procedure is intended to be corrective, rather than punitive, in application. The Employer shall strive to assist employees in overcoming and dependence on drugs and/or alcohol in accordance with the following guidelines. All employees found to have an alcohol or substance abuse problem must be given an opportunity for rehabilitation before disciplinary action is imposed. 23

NO LEGAL DUTY TO TEST

All drug testing conducted by the Employer shall be in conformity with the standards established in this policy and all applicable rules promulgated pursuant to this policy. However, the Employer shall not have a legal duty under this policy to request an employee to undergo drug and/or alcohol testing. No testing of employees shall take effect until local drug and/or alcohol assistance programs have been identified and established through the District's major medical and health plans.

DEFINITIONS

For the purpose of the policy, the following definitions apply:

Chain of Custody refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.

Collection Site means a place where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of drug and/or alcohols.

Confirmation test, confirmed test, or *confirmed drug test* means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity and quantitative accuracy.

Drug means alcohol, including distilled spirits, wine malt beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualones, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed in this policy.

Drug test or *test* means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

Drug rehabilitation program means a service provider established pursuant to Section 397.211 (33), that provides confidential, timely and expert identification assessment, and resolution of employee drug abuse.

Employee means a person who works for salary, wages or other remuneration or who volunteers for the Lehigh Acres Fire Control and Rescue District.

Union Designated Representative means a principal officer of Local 1826 (D.V.P., negotiation committee, grievance committee).

Employee assistance program means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. 397.311(33).

Employer means the Lehigh Acres Fire Control and Rescue District who employees individuals for salary, wages, or other remuneration and/or that is covered by the Workers' Compensation Law.

Designated Representative of the Employer means Chief of the department, in his absence his designee. If the Chief's designee is the representative of record they will continue to be so until the case has been resolved.

Initial drug test means a sensitive, rapid and reliable procedure to identity negative and presumptive positive specimens. The initial tests must use an immunoassay procedure, or an equivalent, or must use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as more accurate technology becomes available in a cost effective form.

Job Applicant means a person who has applied for a position with the employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. Job applicant means only a person who has applied for a special-risk or mandatory-testing position.

Mandatory-testing position means a job assignment that requires the employee to perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with controlled substances, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

Medical Review Officer or MRO means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

Injury Requiring Medical Treatment is defined as an injury that will require a medical evaluation and/or treatment beyond routine first aid (minor cuts, bruises, etc.). Basic and advanced life support, physical therapy, an emergency room or walk-in clinic visit, or other treatment options are considered injuries requiring medical treatment.

Prescription or non-prescription medication means a drug or medication obtained pursuant to a prescription as defined by Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

Reasonable suspicion drug and/or alcohol testing means drug testing based on a belief that an employee is using or has used drug in violation of this policy, drawn from specific objectives or articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon: 25

a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
c. A report of drug use, provided by a reliable and credible source.
d. Evidence that an individual has tampered with a drug test during his or her employment with the Lehigh Acres Fire Control and Rescue District.
e. Information that an employee has caused, or contributed to, an accident while at work.
f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Special risk means employees who are required as a condition of employment to be certified under Chapter 633, Florida Statutes.

Specimen means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.

A. AUTHORITY TO TEST, TYPES OF TESTS, REFUSAL TO TEST

1. Authority to Test - The Employer has the authority to require employees to submit to testing for the presence of alcohol or drugs only as specifically set forth in this drug-testing policy. Statement of authority is granted by Florida Statute 440.102.

2. Types of Testing – Drug testing must be conducted within the Lehigh Acres Fire Control and Rescue District's appropriations. The Employer may conduct the following types of drug tests:

   a. Job applicant drug testing – an employer must require job applicants to submit to a drug test and will use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
   b. Reasonable suspicion drug testing – The employer must require an employee to submit to reasonable – suspicion drug testing.
   c. Routine fitness-for-duty drug testing – The employer must require an employee to submit to a drug test as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employers established policy or that is scheduled routinely for all members.
   d. Follow-up testing – If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, and on a semi-annually for the next two years.
   e. Additional drug testing required by the District to include: Post accident testing where property damage has occurred, where an injury has been reported to another person as a result of actions of the employee, or where the employee has an injury requiring medical attention, 26
   where medical attention is immediately sought, or is expected to be sought at a later date. To clarify "sought at a later date", if the injury is such that the employee is expected to or does miss ten consecutive calendar days of work from the District or has indicated that they intend to seek medical attention at a later date, then the Post accident testing will occur.
   f. Promotional purpose testing. All employees that move in rank, whether voluntary or through the promotional process will be subject to a drug test.

3. Refusal to Test – If an employee refuses to submit to a test for drugs, he/she shall be disciplined for such refusal by the Employer, up to termination and shall lose their workers compensation benefits.

B. NOTICE TO EMPLOYEES

1. The Employer shall ensure that at least thirty (30) days elapse between a general one-time notice to all existing employees that a drug testing program is being implemented or revised beyond the previous version of this policy and the beginning of actual drug testing.

2. Prior to testing, the Employer must provide all employees with an initial copy of this policy. The District will provide copies to employees of any changes that may be made in the future, as those changes are implemented. An electronic copy will be maintained on the shared "S" drive of the District's Intranet system.

3. The Employer will include a notice of drug testing on all vacancy announcements. A notice of this policy will also be posted in an appropriate and conspicuous location on the Employer's premises, and copies of the policy shall be made available for inspection during regular business hours by the general public at Station 105, 636 Thomas Sherwin Ave S, Lehigh Acres, Fl 33974.

4. As a condition of employment, employees of the District must refrain from using illegal drugs on or off duty and must not consume any alcoholic beverages while on duty or within eight (8) hours prior to reporting to duty.

5. The employee will notify their immediate supervisor of any prescription or other medications that they are taking that may affect their work performance, prior to reporting to work. Prescribed or other medications that will impair an employee who meets the criteria for a special risk or mandatory-testing position shall not be permitted to work unless cleared by the District's physician.

6. Upon completion of providing the sample pursuant to section (A) (2) (b) and (e)for the drug test, the employee will be placed upon administrative leave with pay pending the results of the test. Employees who receive a positive test will remain on administrative leave pending the final outcome of an employee investigation.

7. In the event that the Medical Review Officer needs additional information regarding information from the employee, the employee will respond immediately to requests or inquiries from the Medical Review Officer. Employees, who fail to communicate with the Medical Review Officer within three (3) calendar days of being contacted by either the Medical Review Officer or being advised by the District to contact the Medical Review Officer, shall be placed on administrative leave pending 27
disciplinary action and resolution of the Medical Review Officer's inquiry.

8. The employer will select and/or approve the employee assistance program or drug rehabilitation program if the employer pays for such costs covered under this policy.

9. If drug testing is conducted based on reasonable suspicion, he employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to this policy and shall be retained by the employer for at least one (1) year.

C. COLLECTION PROCEDURES, CHOICE OF SPECIMEN, COST OF TESTING

1. An employee injured or involved in a workplace accident at the work place will be tested within 12-24 hours of the injury, in accordance with this policy, and shall be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible where specimens shall be obtained. If it is not medically feasible to move the injured employee, specimens shall be obtained at the treating facility under the procedures set forth in this policy and transported to an approved testing laboratory.

2. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, the Employer may obtain results of any tests conducted on a specimen for the presence of alcohol or drugs only as is specifically provided for in Florida Statutes.

3. The Employer may test for any or all of the following drugs to include those listed as illicit drug in Florida Statute 893.03: alcohol, amphetamines, barbiturates, cannabinoids, cocaine metabolite, methaqualone, methadone, opiates, phencyclidine (PCP), and propoxyphene (Darvon). (For the common names for these drugs see attached Appendix A).

4. Body Specimens – Urine will be used for the initial test for all drugs and for the confirmation of all drugs. No inference or presumption of intoxication or impairment may be made in a case where a physician prevents a specimen extraction based on his or her medical expertise.

5. Cost of Testing – The Employer shall pay the cost of all initial and confirmation drug tests which it requires of employees. An employee or job applicant shall pay for all costs of any additional drug tests not required by the employer.

6. Collection site– The collection site utilized by the Employer must conform to the guidelines set forth in Florida Statute 440.102 – Drug-free Workplace Program Requirements. The Employer shall utilize a collection site designated by the approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to the approved drug testing laboratory.

7. All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

   a. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
   b. Specimen collection shall be documented, and the documentation procedures shall include:
      1. Labeling of specimen containers so as to reasonably preclude the likelihood or erroneous identification of test results.
      2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription medication, or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information does not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results. The information provided shall be reviewed by the medical review officer (MRO) in interpreting any positive confirmed results. The attached Medical Information Form will be used for each employee tested. (See Appendix B)
   c. Specimen collection, storage, and transportation to the testing site shall be performed in a manner that will reasonably preclude specimen contamination or adulteration.
   d. Each initial and confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed laboratory approved by the Agency for Health Care Administration.

8. Collection site personnel – A specimen for a drug test may be taken or collected by a physician, a physician's assistant, a registered professional nurse, a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment OR a qualified person employed by a licensed laboratory.

9. A person who collects or takes a specimen for a drug test conducted pursuant to this section shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

10. Any drug test conducted or requested by the employer may occur before, during, or immediately after the regular work period of the employee, and shall be deemed to be performed during work time for the purposes of determining compensation and benefits for the employee.

11. Every specimen that produces a positive confirmed result shall be preserved by a licensed laboratory that conducts the confirmation test for a period of at least 210 days from the time the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory with the time period defined within this section and the sample shall be retained by the laboratory until the case or administrative appeal is settled.

D. LABORATORIES' PROCEDURES

29

1. No laboratory may analyze initial or confirmation drug specimens unless the laboratory is licensed by the Department of Health and Rehabilitative Services and is capable of performing such tests in accordance with Section 112.0455, Florida Statutes, and its attendant rules in Chapter 59A-24.006, Florida Administrative Code.

2. Laboratory procedures shall comply with Florida Statute 112.0455 (11).

E. RELEASE OF RESULTS

1. Reporting results

   a. The laboratory shall report tests results to the MRO within seven business days after receipt of the specimen by the laboratory.
   b. The laboratory shall report as negative to the MRO all specimens which are negative on the initial test or are negative on the confirmation test. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.
   c. The laboratory shall transmit results to the MRO in a manner designed to ensure confidentiality of the information.
   d. The MRO and/or the tested employee may request from the laboratory, and the laboratory shall provide, quantization of test results.
   e. The MRO will also verify that positive and negative test results were properly analyzed and handled. The MRO will have knowledge of substance abuse disorders and shall also be

knowledgeable in the medical use of prescription drugs in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result which is reported by the laboratory, verify the drug test results by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures as set forth in this policy.

f. The MRO will initially notify the employee of a confirmed positive test result within five (5) business days of receipt of the test result from the laboratory and determine if any alternate medical explanations caused a positive test result. This determination by the MRO shall include conducting a medical interview with the employee, review of the employee's medical history, review of any other relevant bio-medical factors, a review of all medical records made available by the tested employee, and an inquiry as to whether any prescription or non-prescription medications could have caused the positive test result. The MRO will provide an opportunity for the employee to discuss the positive test result for up to five (5) business days after notification period.

g. The MRO will then communicate the test results of an employee to a designated representative of the Employer and the employee. The test results shall be communicated only after the MRO has verified that the positive and/or negative test results were properly analyzed and handled and, in the case of a positive test result, the MRO has provided at least up to five (5) business days for the employee to discuss the positive test results and to submit documentation of any information relevant to the positive test results.

h. The MRO shall provide to the designated representative of the Employer and the employee a copy of the test results subject to the employee protection provision and the confidentiality provision of this policy.

2. All records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of five (5) years. Also, drug testing laboratories shall retain in place all confirmed positive specimens in a properly secured long-term frozen storage facility for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the MRO. Within this 210-day period of time, an employer, employee, or medical review officer may request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after this 210-day period. However, when notified in writing, the laboratory shall be required to maintain any specimen under administrative or legal challenge for an indefinite period.

F. CHALLENGES TO TEST RESULTS

1. Within five (5) business days after receipt of a positive confirmed test result from the MRO, the Employer shall inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer, upon request, shall provide the employee or job applicant a copy of the test results. Within five (5) working days after receiving notice of a positive confirmed test result, the employee or job applicant may submit information to the MRO or employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

2. If an employee or job applicant's explanation or challenge of the positive test result is unsatisfactory to the MRO or the employer, a written explanation as to why the employee or job applicant's explanation is unsatisfactory, along with the report of positive results, shall be provided by the

employer to the employee or job applicant. All such documentation shall be kept confidential by the Employer and shall be retained by the Employer for at least one year.

3. An employee may challenge the testing procedures, test results, and/or consequential action taken by the Employer through the grievance process. The grievance process will begin as soon as the Employer notifies the employee in writing of the Employer's final decision regarding the tested employee. However, if the employee disputes whether reasonable suspicion exists, the employee may also file a grievance as specifically set forth in the employee protection provision (Employee Protection section).

4. Nothing in this drug testing procedure shall be construed to eliminate or diminish any rights provided to the employees by the collective bargaining process and the resulting collective bargaining agreement thereof.

G. EMPLOYEE PROTECTION

1. The supervisor recommending reasonable suspicion drug testing shall detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. A copy of this documentation must be given to the employee upon request and the original documentation shall be kept confidential and exempt of s. 119.07(1) by the employer pursuant to this policy and retained by the employer.

2. All employees may, upon request, have a Union designated representative present during the testing procedure, provided that the test will not be postponed for more than 45 minutes waiting for a Union representative. An attempt will be made to telephone a Union representative by the employee advising of said pending tests, but in no instance will the 45 minute waiting rule be waived.

3. The Employer must place any employees who are tested for reasonable suspicion or post accident testing under the provisions of this procedure on administrative leave with pay until a final decision is made on the tested employee by the Employer.

4. The Employer will not request or receive from any testing facility information concerning the personal health, habit, or condition of the tested employee including the presence or absence of HIV antibodies in the tested employee's body fluids. The drug testing laboratory may not disclose any information concerning the health and mental condition of the tested employee.

5. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee of job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

6. All documents and records with regard to the drug testing of an employee will be expunged from an employee's file if the employee is cleared through an administrative or legal challenge.

7. Upon successful completion of an employee assistance program or an alcohol and drug rehabilitation program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

8. The employer may not discharge, discipline, or discriminate against an employee, or refuse to hire a job applicant, on the basis of any prior medical history revealed to the employer pursuant to this policy.

9. The employer may not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program. However, special risk employees may be subject to discharge or disciplinary action when the presence of illicit drugs, pursuant to s. 893.13, is confirmed.

10. If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in an employee assistance program or an alcohol and drug rehabilitation program. If placed on leave-without-pay status, the employee shall be permitted to use any accumulated leave credits that they have accumulated prior to being placed on leave without pay. Donation of time from other employees will not be permitted. Upon successful completion of an employee assistance program or alcohol and drug rehabilitation program, the employee shall be reinstated to the same or equivalent position that was held prior to rehabilitation.

H. REHABILITATION

1. An employee who enters an employee assistance program or drug rehabilitation program voluntarily prior to being tested for drug(s), once the employee is rehabilitated, as determined by the program administrator, the employee will be allowed to return to work without being disciplined (as outlined within this policy). All employee benefits will continue during this period.

2. If the employee fails to complete the program, the employee will be subject to immediate termination.

3. If an employee is confirmed to have tested positive for drug/alcohol abuse on a second occurrence, which is verified by a confirmed positive test thereafter, will be grounds for immediate termination with no further opportunity for rehabilitation. Termination under this procedure shall not be subject to the arbitration procedures contained in the Collective Bargaining Agreement(s).

I. EMPLOYEE ASSISTANCE PROGRAM

1. The Employer shall have a contact person within the fire district who will be responsible for providing the names, addresses, and telephone numbers of the employee assistance program available to the employees.

J. CONFIDENTIALITY

1. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced by the Employer through this policy are confidential communications and are exempt from the provisions of Section 119.07(1), Florida Statutes, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceeding, except in accordance with Section 112.0455, Florida Statutes.

2. The Employer, the assigned laboratory, the Medical Review Officers (MROs), the employee assistance programs, the drug and alcohol rehabilitation programs and their respective agents who receive or have access to this information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be sole pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this drug testing procedure, or unless deemed appropriate by professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum: 33

    a. The name of the person who is authorized to obtain the information;
    b. The purpose of the disclosure;
    c. The precise information to be disclosed;
    d. The duration of the consent;
    e. The signature of the person authorizing release of the information.

3. Information on drug test results shall not be released or used in any criminal proceeding against the employee. Information released contrary to Section 112.0455, Florida Statutes, shall be inadmissible as evidence in any such criminal proceeding.

4. Nothing herein shall be construed to prohibit the Employer, an agent of the Employer, or the laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with the actions brought under or related to this procedure or when the information is relevant to its defense in a civil or administrative matter.

5. **Any employee found to violate the confidentiality of the drug testing results shall be immediately terminated.**

K. EDUCATION

1. The Employer will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems including, but not limited to, those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services.

2. The Employer must inform employees and new hires about any employee assistance programs that the Employer may have available.

3. The employer will provide educational courses for its employees to assist them in identifying personal and emotional problems and to help them identify causes for suspicion drug testing which may have resulted from the misuse of alcohol or drugs.

L. CONFLICT WITH OTHER LAWS AND/OR COLLECTIVE BARGAINING AGREEMENT(S)

1. Any specific reference in this policy to Section 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code, is hereby incorporated by reference only to the extent that there is not a conflict with other provisions in this policy. The specific provisions of the drug testing procedure shall control over any conflict with any references to Section 112.0455, Florida Statutes, and Chapter 59A-24, Florida Administrative Code.

2. This drug testing policy is, in no way, intended to diminish, waive, or supersede any constitutional or other rights, not specifically mentioned in this procedure, that the employee may be entitled to under federal, state, or local statutes.

3. This drug testing procedure is in no way intended to diminish, waive, or supersede any rights provided to employees under the collective bargaining agreement. The employee also has the right to challenge the results of any drugs or alcohol tests and any discipline imposed due to the provisions of this drug testing procedure in the same manner that any other employer action can be grieved under the terms of the collective bargaining agreement.

M. UNLAWFUL PRACTICES NOT PERMITTED

1. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the District's workplace and will result in disciplinary action up to and including termination.

2. The employee shall notify the Chief of the District through their District shift commander for operational employees, and immediate supervisors for administrative employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

3. At anytime that the District is notified of any employee who's salary or position is supplemented in any form by state or federal grants or other subsidies, the District will notify the agency in writing

within ten (10) calendar days after receiving notice as provided by subparagraph M.2. from an employee or otherwise receiving actual notice of such conviction. The District will provide notice of convicted employees to include position title to the applicable awarding office of the grant.

4. The District may take one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph M.2., with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
   b. The District will require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

N. PRE-EMPLOYMENT TESTING

1. The Employer will not discharge, discipline, refuse to hire, discriminate against, or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation test.

O. EMPLOYER PROTECTION

1. The employer may discharge or discipline an employee following a first-time positive confirmed 35
drug test result, up to termination. If the employer does not discharge the employee, the employer may refer the employee to an employee assistance program or an alcohol and drug rehabilitation program in which the employee may participate at the expense of the employee or pursuant to a health insurance plan.

   a. If the employer refers the employee to an employee assistance program or an alcohol and drug rehabilitation program, the employer must determine whether the employee is able to safely and effectively perform the job duties assigned to the employee while the employee participates in the employee assistance program or the alcohol and drug rehabilitation program.

2. An employee whose assigned duties require the employee to perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or hold a position in which a momentary lapse in attention could result in injury or death to another person, is deemed unable to safely and effectively perform the job duties assigned to the employee while the employee participates in the employee assistance program or the alcohol and drug rehabilitation program.

3. If the employer refers an employee to an employee assistance program or an alcohol and drug rehabilitation program and the employer determines that the employee is unable, or the employee is deemed unable, to safely and effectively perform the job duties assigned to the employee before he or she completes the employee assistance program or the alcohol and drug rehabilitation program, the employer shall place the employee in a job assignment that the employer determines

the employee can safely and effectively perform while participating in the employee assistance program or the alcohol and drug rehabilitation program.

4. If a job assignment in which the employee may safely and effectively perform is unavailable, the District shall place the employee on leave status while the employee is participating in an employee assistance program or an alcohol and drug rehabilitation program. If placed on leave status without pay, the employee may use accumulated sick and vacation leave credits before being placed on leave without pay.

   This section does not prohibit the employer from conducting medical screening or other tests required by any statue, rule, or regulation for the purpose of monitoring exposure of employees to toxic or unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or tests shall be limited to the specific substances expressly identified in the applicable statue, rule, or regulation, unless prior written consent of the employee is obtained for other tests.

P. EMPLOYEES IN MANDATORY-TESTING OR SPECIAL RISK POSITIONS

1. If an employee who is in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position, or if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any of their accumulated vacation and sick leave credits before leave may be ordered without pay.

36

2. An employee who is designated in a special-risk position may be discharged or disciplined by the employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing positions of the employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any of their vacation or sick lave credits before leave may be ordered without pay.

THE FOLLOWING SUBSTANCES MAY ALTER OR AFFECT A DRUG TEST(Appendix A):

DRUG	**TRADE OR COMMON NAMES**
Narcotics:	
Opium	Dover's Powder, Paregoric, Parepectolin
Morphine	Morphine, Pectoral Syrup
Codeine	Tylenol with Codeine, Empirin compound with Codiene Robitussin A-C
Heroin	Diacetylmorphine, Horse, Smack
Hydromorphone	Dilaudid
Meperidine (Pethidine)	Demerol, Mepargan
Other Narcotics	LAAM, Leritine, Numorphan, Percodan, Tussionex, Fentanyl, Darvon, Talwin, Lomotil
Depressants:	
Chloral Hydrate	Noctec, Somnos
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal Lotusate
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Transene, Valium, Verstran, Halclon, Paxipam, Restoril
Mothaqualone	Quaalude
Glutethimide	Doriden
Other Depressants	Equanil, Miltown, Noludar, Placidyl, Valmid
Stimulants:	
Cocaine	Coke, Flake, Snow, Crack
Amphetamines	Binhetamine, Desoxyn, Dexedrine
Phenmetrazine	Preludin
Methylphenidate	Ritalin
Other Stimulants	Adipex, Bacarate, Cylert, Didrex, Lonamin, Plegine Presate, Sanorex, Tenuate, Tepanil, Voranil
Hallucinogens:	
LSD	Acid, Microdot
Mescaline & Peyote	Mese, Buttons, Cactus
Amphetamine Variants	2.5 – DMA, PMA, STP, MDA, MDMA,TMA, DOM, DOB
Phencyclidine	PCP, Angel Dust, Hog
Other Hallucinogens	Bulotenine, Ibogaine, DMT, DET, Psilocybin, Psilocyn
Cannibus:	
Marijuana	Pot, Acapulco Gold, Grass, Reefer, Sinsemilla, Thai Sticks
Tetrahydrocannabinol	THC
Hashish	Hash
Hashish Oil	Hash Oil

37

MEDICATION WHICH MAY ALTER OR AFFECT A DRUG AND/OR ALCOHOL TEST

ALCOHOL:
All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example: Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerine is 26.9% (54 proof).

AMPHETAMINES:
Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex

CANNABOIDS:
Marinol (Dronabinol, THC)

COCAINE:
Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE:
Not legal by prescription

METHAQUALONE:
Not legal by prescription

OPIATES:
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Gulatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid, (Hydromorphone), MS Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.

BARBITURATES:
Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Florinal, Fioricet, Esgic, Butisol, Mebaral, Butabartital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES:
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax

METHADONE:
Dolophine, Methadose

PROPOXYPHENE:
Darvocet, Darvon N, Dolene, etc.

*Information provided by HRS

Appendix B

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT
PRE – AND POST – TESTING DONOR REPORT OF USE OF MEDICATION

PLEASE PRINT
Name: ______________________________ ________________ ____________
Last, First M.I. S.S.# District I.D.#

Before completing this report, please consult the attached form which contains a list of common medications which may alter or affect the outcome of a drug and/or alcohol test.

Are you currently, or have you within the past 30 days, taken medication prescribed by a physician, or purchased over-the-counter (OTC) without a prescription? _______YES _______NO

If "YES" please provide the information requested below relating to each medication you are taking or have taken. If Prescription or OTC, Provide: Name/Address/Phone of Prescribing Physician; Name of Medication/Drug and/or alcohol Condition for Which Taken Without Prescription Date Prescribed or Taken

1. ____
2. ____
3. ____
4. ____
5. ____
6. ____
7. ____
8. ____

*I hereby authorize the prescribing physician to answer any questions by the Company's MRO in conjunction with the Company's Drug-Free Workplace Program concerning the prescribed drug(s) and their effect(s) upon the possible outcome of my drug and/or alcohol test result or to my safety and health or the safety and health of other Company employees.

Additional information that may be relevant to the outcome of the drug and/or alcohol test result:
____
____
____
____
____

I, the undersigned, hereby acknowledge that I have been provided an opportunity both before and after being tested to review a list of common medications that may alter or affect the outcome of a drug and/or alcohol test result, to report my use of medication and to provide any other additional information relevant to the outcome of the drug and/or alcohol test result. I have reviewed the information provided in this report, both before and after testing, and certify that the above information is correct.

______________________________ ______________________
Name (Please Print) Signature

Date ____________________

Appendix C

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT
Assurances and Certifications under current and future grants.

All employees of the District will receive a copy of this policy. Employees of the District will abide by the terms of this policy.

By affixing your signature with date below, you indicate that you have received a copy of the complete Lehigh Acres Fire Control and Rescue District's *Standard Operating Policy – 100.13 Drug and Alcohol Free Workplace Policy*. It is also understood that it is your responsibility to periodically review the entire document and discuss with your supervisors, training staff and/or human resources of the District for which I do not understand or have questions. I fully intend to abide by these rules and report any violations I observe to my direct supervisor. I also understand that it is my responsibility to maintain this copy and any and all future revisions in a usable and current condition. I understand that an up to date electronic copy will be maintained on the District's shared, "S" drive on the District's Intranet network.

Employee written/printed name

Date

40

Employee Signature

Witness written/printed name

Date

Witness Signature

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 – 2

Recommending the Board of Fire Commissioners approve a title change and revision to the previous Logistics Manager Job Description, revising to Division Chief of Logistics, as presented.

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ken Bennett, Assistant Chief of Administration

PURPOSE AND EXPLANATION

OBJECTIVE: To update the current position title and job description for the Logistics Manager within the District.

CONSIDERATIONS: Attached is a proposed modification to the current job description for the Logistics Manager position with the District. A Title change has been proposed to provide rank in consideration of duties performed and responsibilities to the Logistics Division and District.

Jeff Nickell has served as the Logistics Manager since the retirement of William Liedtke. As part of our commitment to the regional response for disasters to include wildfires, hurricanes, tornadoes, etc, Lehigh Acres has provided the primary response personnel for the Region 6 MARC unit. This communications unit requires personnel to be placed in an on-call status. Mr. Nickell is listed as the primary response to support this Incident Command Function. It should also be noted that the previous Manager (William Liedtke), held the rank of Deputy Chief with the District.

Mr. Nickell is also acquiring other incident command training to assist the District in incidents that may occur. Since his transfer into this position, Mr. Nickell has responded to several fire incidents in a support and incident command capacity. If the District wishes to use Logistics Manager Nickell in the incident command support role where he would respond to the scenes in an emergency response mode, Mr. Nickell will meet the requirements and will be required to be placed into the Florida Retirement Systems "High Risk" classification.

FISCAL IMPACT: With the proposed change in title for Jeff Nickell, it has been discussed that he will remain at his current pay structure. The fiscal impact to the District will be due to the change in the District's contribution rate (towards FRS – 5.18% for Regular Risk and 14.90% for High Risk). The annualized difference of the District's contribution is approximately $5,638.

RECOMMENDATION: Approve changes to the title from Logistics Managers to Division Chief of Logistics and job description as presented.

JOB DESCRIPTION

DIVISION CHIEF – LOGISTICS

CLASS DESCRIPTION FLSA: EXEMPT

REPORTS TO: Assistant Chief of Administration

SUPERVISES: Primarily, Logistics Personnel; Maintains rank within organization

DESCRIPTION: Under general direction from the Assistant Fire Chief / Fire Marshal, develops, implements, and manages processes involved in purchasing supplies, liaising with a variety of parties including fire suppression equipment, manufacturers, retailers and internal, as well as external customers.

The incumbent has a wide latitude to exercise independent judgment and personal initiative in managing assigned mechanical repair duties, all within guidelines of District policies, and rules and regulations. Has an awareness of and strategic response to external influences, such as legislation, fuel costs and environmental pressures, is vital.

The role of distribution is within logistics and may involve transportation, stock control, warehousing, and ensuring structures are in place to monitor the flow of goods and materials, as well as documentation of vehicle maintenance to forecast future needs of fire apparatus and equipment.

Must be able to forecast increasingly complex systems of stock levels, delivery times, transport costs and performance evaluation.

<u>Duties and Responsibilities:</u> The incumbent is responsible for the management of regular maintenance and repair of all District motorized firefighting equipment, apparatus, tools and other power equipment, which are used in its daily operations. Examples of duties performed include, but are not limited to, the following:

- Demonstrated experience of managing personnel, vendors and other program stakeholders in the delivery of complex project requirements to cost, schedule and quality for maintenance of fire apparatus,
- Coordinating, purchasing, and controlling the order cycle and associated storage and movement of goods between the various fire station sites,
- Overseeing the maintenance of fire apparatus.

- Maintains perpetual inventory control files and is responsible for maintaining proper stock levels and reorder points.
- Monitoring performance and plan improvements in performance and efficiency of operations
- Directs, instructs and participates in the work of assigned employees engaged in receiving, inspecting, storing and issuing supplies and maintaining related records; annual or special inventories stock.
- Analyzing logistical problems and producing new solutions
- Manages personnel, employees, and/or staff assigned to Logistics/Maintenance Division by recommending the selection, promotion, training, safety, appraisal, and discipline of assigned personnel.
- Ensuring personnel are well-trained and supervised for the safe operation of their job in the logistics / maintenance area.
- Coordinating with all required vendors including negotiating prices & conditions regularly for the benefits of the District;
- Maintains costs records for materials used and submits reports as required.
- Oversees the department accident review policy.
- Responsible for the procurement of emergency supplies as outlined in the departments Hurricane Policy and Procedures Manual.
- Responsible for the Region 6 MAC Unit. 44
- As assigned, responds to emergency situations and in consultation with incident command or the officer in charge may be assigned appropriate responsibilities to help mitigate the incident.

Skills:

- Extensive overall logistics management experience with specific experience in a project management role,
- Ability to communicate with others in an effective and concise manner,
- Excellent communication skills,
- Possess strong analytical troubleshooting and problem resolution/solving skills,
- Following & implementing health and safety procedures,
- Good time management skills and the ability to prioritize projects, and process multiple tasks as required
- Ability to understand complex technical information, and translate this information into relevant business terms and concepts related to the fire service and logistics.
- Capable of developing clear and up-to-date procedural documentation.

Qualifications:

The incumbent must have a high school diploma or a State recognized equivalent; must be able to pass prescribed medical and physical examinations; must have a valid Florida Driver's license; must have general knowledge of and some hands-on experience on firefighting equipment, including pumps and hydraulic equipment. The incumbent must also be willing to respond during and off duty to calls, and to report for duty during extra-ordinary emergencies or conflagrations in order to make needed repairs immediately or support the actions of the District.

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 –3

Recommending the Board of Fire Commissioners to approve of the reclassification from a guideline to a procedure the pre-employment review procedures for entry level firefighter positions – *Standard Operating Procedure 120.01 – Employment Review Process – Entry Level Operations Position*

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ken Bennett, Assistant Chief of Administration

PURPOSE AND EXPLANATION

OBJECTIVE: To update and strengthen current procedures for review prospective new employees to fill vacancies for entry level firefighters.

CONSIDERATIONS: Attached is a proposed Standard Operating Procedure that clarifies specific steps and responsibilities to follow in the recruitment and hiring of entry level firefighters.

Due to the amount of District staff and associated expenses thereof/required to conduct testing of candidates the District is proposing to begin utilizing successful and active candidates from the Employment Testing Cooperative of Southwest Florida. District staff will continue to complete the application review, pre-employment physicals, drug testing, and back ground checks.

FISCAL IMPACT: No additional fiscal impact is expected. The District has participated in the Employment Testing Cooperative of Southwest Florida for several years with few opportunities to actually utilize the candidates from the process.

RECOMMENDATION: Approve adding *Standard Operating Procedure 120.01 – Employment Review Process – Entry Level Operational Position* to the District's rules, regulations, and other procedures.

Lehigh Acres Fire Rescue
Standard Operating Procedure

120.01

Date Issued: August 1, 2012
Date Last Revised: October 11, 2011
Revision Number: 1
Total Pages: 4

Employment Review Process – Entry Level Operational Position

Purpose: To establish the hiring procedure to be utilized to fill vacancies to the rank of entry level firefighter.

Scope: This procedure will identify the steps to follow in advertising, receiving, reviewing, testing, and offering employment to applicants. Each application/applicant will be required to progress successfully through each step before they can proceed to the next step unless otherwise indicated by the Chief of the District.

The Human Resource Coordinator / Administrative Assistant for the District is responsible to ensure that the EMT/Paramedic and firefighter certifications required are current with state agencies; back ground and pre-employment physical and drug testing are satisfactorily completed; employment application is current and has been completed correctly; and will oversee the employment process up to the recommendation to the Chief for employment of all new employees.

STEP 1. Candidate Selection

Where a vacancy(s) has been created with the District for an operational entry level firefighter, the Human Resource Coordinator will coordinate the selection of at least five (5) candidates from the Employment Testing Cooperative of Southwest Florida. To be considered, candidates must have successfully completed all elements of the testing criteria and be on an active list of qualified candidates from the Employment Testing Cooperative of Southwest Florida.

Candidates selected will be notified of the District's current vacancy(s) and forward an employment application to those candidates who are interested for further consideration and employment by the District.

STEP 2. Employment Application

Applications received will only remain valid for a maximum of 90 days from the date received and stamped by District administrative staff. Any employment application that is more than 90 days from the date received and stamped by District staff will be maintained in accordance with Florida law, but not considered for future employment with the District.

Resumes may be sent with an application. However, the absence of a completed application will disqualify the applicant from further consideration.

STEP 3. Review of Employment Application

Employment applications are reviewed and evaluated for information that will provide the best candidates to the community and the District. Applications must be complete upon submittal. An incomplete application, whether intentional or not, shall not be permitted to continue to STEP 4.

A completed application must be submitted for all candidates. Resumes are only accepted when they accompany the completed application. A passport photo, certificates for EVOC with 16 hours (min), Certificate of Compliance or completion attesting to NFPA FF I and II from the State of Florida Fire Marshal, and a valid EMT certificate from the State of Florida Department of Health must be submitted with the application. Other certificates and/or training acknowledgements may be submitted.

Due to poor quality during transmission, applications that are faxed to the District will not be considered during the employment process. Applications must be received or postmarked by the deadline date when advertised; otherwise all applications that have been forwarded to candidates from the Employment Testing Cooperative of Southwest Florida will be required to return the completed application with 14 calendar days from being sent out.

Information that is noted on the application that will prevent the applicant from proceeding to STEP 4:

1. Any application that has been submitted with blank fields or absent information where required or requested. Intentionally blank fields must be noted as “N/A”.
2. Applicant’s who have worked with the District previously and were terminated for any reason.

3. Applicant's must have a valid driver's license with no points; have had their driver's license suspended or revoked in the last 5 years; more than 1 DUI in the course of their lifetime.
4. Applicants must be certified to the Firefighter II, EVOC, and EMT level; must have a valid EMT certificate from the Department of Health (FL); must have a current Minimum Standards Certificate with the Florida State Fire Marshal's office, allowing applicant to begin work immediately as a certified firefighter upon hire.
5. Applicants indicating a conviction of 3rd degree misdemeanor or any felony or greater conviction will not be considered beyond the application.
6. Applicant must also indicate if they are an active, successful candidate of the Employment Testing Cooperative of Southwest Florida's.

STEP 4. Candidate Interview Process

Upon completion of Step 3, candidates selected for advancement to Step 4 will be contacted via email and advised of the date, time, and location of the candidate interview process. Each candidate must confirm attendance a minimum of 24 hours in advance.

A committee of five (5) members of the District employees will constitute the Oral Interview Board. Each applicant will have 15-20 minutes to respond to five (5) to seven (7) questions and will be graded with each member utilizing a grading metric that totals 55 points. All questions that are to be asked must be pre-approved by the Human resource Coordinator and will apply to all candidates being interviewed to fill the vacancy(s) during the specified time period.

Upon the conclusion of the Interviews, the candidate's grades will be ranked based upon the highest to lowest scores. Applicants must score at least a 40. Each applicant that participated in Step 4 will receive an e-mail to provide the grade attained.

STEP 5. Candidate Background Review

Based upon the vacancy of position(s), the District staff will review the highest ranked candidate(s) from STEP 4 and review background information provided on their application, driver's license record, etc will be reviewed. Any information provided that does not adhere to the standards set forth will result in the candidate being disqualified.

Candidates must sign a consent form to allow the background check.

STEP 6. Contingent Offer of Employment

The top scoring candidate will be notified of their score in the Employment Review Process, based upon an average of all of the previous Steps and current vacancy, and will be offered an entry level FF/EMT position with the District contingent upon successful completion of a background investigation, drug test, and pre-employment physical. Prior to job offer, the Human Resource Coordinator will review the entire process for compliance with the requirements listed within this policy and either disqualify or identify missed steps needed to complete or approve of the process used thus far and recommend candidate(s) to the Chief to offer employment based upon recommendations from Training Captain(s). Candidate(s) selected and/or contacted should be advised that they should not give notice to their current employer as this process may take two-to-four weeks to complete and that this is an offer contingent upon successful completion of the components identified herein.

The candidate must be informed of any current requirements for the position that require signed acknowledgement before being employed with the District.

After accepting a contingent offer of employment with the District, the background check will review driving history; active certificates for EMT and FF II with the appropriate State of Florida agencies; criminal background; and reference checks; and visits to previous employers noted in employment application/history.

Upon successful completion of the review noted above in STEP 5, the candidate will be contacted with a date and time for a pre-employment physical and drug screening. Candidate must receive an approval from the District's physician and successfully pass the drug screening test.

STEP 6. Employment with District

Upon successful and full completion of background investigation, including physical and drug testing, then such applicants will become newly-hired employees. All new employees will be provided with a date, time and location to report to orientation by the District's Human Resource Coordinator. The first two weeks of orientation, the new employee will receive uniforms, personal protective equipment, required employment forms (W-4, Retirement, Insurance, etc.), and begin training on District equipment, rules, regulations and procedures. Prior to completion of the orientation period, two (2) forty-hour work weeks with the same start and end times as administrative staff will be assigned to the employee with their shift and begin shift based upon scheduling with their Battalion Chief.

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 –4

Recommending the Board of Fire Commissioners approve an inter-local agreement between the Lehigh Acres Fire Control and Rescue District and the Bonita Springs Fire Control and Rescue District for the services of plan review for new and existing commercial construction within the Lehigh Acres Fire Control and Rescue District.

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ken Bennett, Assistant Chief of Administration

PURPOSE AND EXPLANATION

OBJECTIVE: Provide timely plan review services to the projects seeking development, construction, and renovation within the District.

CONSIDERATIONS: During the regularly schedule Board of Fire Commissioners meeting held on March 27, 2012, the Board discussed a proposed Inter-Local Agreement and approved to accept. After submitting back to Bonita Springs Fire Control and Rescue District (Bonita Springs), Fire Marshal Fernandez from Bonita Springs revised the Interlocal Agreement (Section 2) to indicate that Bonita Springs would collect the plans from Lee County Development Services in lieu of the District being responsible to transport to Bonita Springs.

As a summary to Executive Summary March 2012-2, this agreement would provide the District with the ability to focus more time on the inspection process of new and existing construction. Provisions exist within the Agreement to allow either party to terminate the Agreement with 30 days written notice.

FISCAL IMPACT: No fiscal impact for plan review services will be incurred by the District as the attached interlocal agreement contains language to identify the process upon which Bonita Springs will invoice and collect for their services directly with the submitting contractor and/or developer.

Approximately every two to three weeks, staff will travel to the Bonita Springs to meet and discuss the plans that have been reviewed by Bonita Springs Plans Examiners, as well as retrieve the reviewed plans to the District. The results of the plans reviewed by Bonita Springs are also going to be available to District Life Safety staff via an electronic summary, allowing for the

District to invoice timely for the inspection services expected and to remain updated as to the status of the review. Currently the District retrieves plans from Lee County (1500 Monroe Street, Fort Myers) once each week at an approximate vehicle fuel cost of $9.70 per trip. The estimated vehicle fuel costs of travel to Bonita Springs Station 24 (27701 Bonita Grande Dr, Bonita Springs) is estimated to currently be $14.93 per trip. This interlocal agreement is expected to save District staff an hour and $5 in fuel costs every two weeks.

RECOMMENDATION: Approve the proposed interlocal agreement as submitted. The Fire Marshal will be available for any questions from the Board prior to, during, or after the meeting.

INTERLOCAL AGREEMENT

BETWEEN

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT

AND

BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT

THIS INTERLOCAL AGREEMENT is made this ____ day of ______________, 2012, by and between **LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT**, a legislatively created Independent Special Fire Control District, and the **BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT**, a legislatively created Independent Special Fire Control District, collectively, the "Parties" hereto.

WHEREAS, Lehigh Acres Fire Control and Rescue District ("Lehigh Acres") and Bonita Springs Fire Control and Rescue District ("Bonita Springs") provide fire protection and rescue services, including fire prevention services, as independent special fire control districts in 53
Lee County, Florida; and

WHEREAS, Florida law, including the Florida Fire Prevention Code and the Lee County Fire Code, authorizes the Parties to perform reviews of construction plans and improvements to real property located within their respective District boundaries; and,

WHEREAS, the State of Florida has authorized independent special fire control districts to enter into interlocal agreements by statutory law, including Chapter 163, Florida Statutes; and,

WHEREAS, Bonita Springs has a full-time construction plan review staff because of the geographic size and amount of construction that is occurring within the Bonita Springs District; and,

WHEREAS, Bonita Springs has available capacity to perform additional construction plan review services, at this time, so that Bonita Springs has the current capacity to perform construction plan review services for Lehigh Acres; and,

WHEREAS, the citizens of Lehigh Acres and Bonita Springs will benefit from the Parties entering into this Interlocal Agreement which achieves the public purpose of the intergovernmental use of services and personnel of the Parties for the mutual benefit of the Parties' citizens.

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, including the mutual promises of the parties described herein, Lehigh Acres and Bonita Springs agree as follows.

SECTION 1. INCORPORATION OF RECITALS.

The Recitals as set forth above are incorporated into the terms of this Interlocal Agreement as if set forth herein. 54

SECTION 2. PURPOSE.

It is the purpose and intent of this Interlocal Agreement to authorize Bonita Springs to provide all of the construction plan review services that have been performed by Lehigh Acres in the past. In particular, Bonita Springs will perform the construction plan review services for all construction plans that are submitted to Lee County or Lehigh Acres that require review for fire safety requirements under the Florida Fire Prevention Code and/or the Lee County Fire Code. All construction plans shall be reviewed by persons meeting the requirements of Chapter 633, Florida Statutes. The initial review of construction plans shall be completed by Bonita Springs within 16 business days of Bonita Spring's receipt of same. Subsequent revisions to plans shall be reviewed by Bonita Springs within eight (8) business days of Bonita Springs' receipt of same. Staff from Bonita Springs will pick-up plans daily from Lee County which require fire code review in accordance with Chapter 553 prior to issuance of a permit. All construction plan review comments issued by Bonita Springs shall be provided by Bonita Springs to Lehigh Acres and Lee County

Development & Building Services. Bonita Springs shall perform the construction plan review services as the agent of Lehigh Acres. Bonita Springs shall maintain a construction plan review services database for the plan review services Bonita Springs performs on behalf of Lehigh Acres which shall be accessible by Lehigh Acres so that Lehigh Acres can track the construction plan review services provided by Bonita Springs.

Lehigh Acres shall notify the appropriate departments in Lee County government of the existence of this Interlocal Agreement and Lehigh Acres will request the named government entity to direct all construction plan review matters to Bonita Springs, as the authorized agent of Lehigh Acres. Any construction plan review obligation of Lehigh Acres shall be satisfied, in full, by Bonita Springs, and, except for the delivery or return of construction plans from Bonita Springs to Lehigh Acres. Arrangements shall be made for the delivery of reviewed plans from Bonita Springs to Lehigh Acres through an MOU. Lehigh Acres will not be required to perform any functions related to the construction plan review services, including the invoicing and collection of payment for construction plan review services by Bonita Springs. All actions taken by Bonita Springs on behalf of Lehigh Acres pursuant to this Agreement shall be taken as an agent of Lehigh Acres with full authority to act in Lehigh Acres' place and stead as if said construction plan review services acts are being performed by Lehigh Acres.

This Interlocal Agreement does not provide for Bonita Springs to perform any inspection services. All inspections shall be the responsibility of Lehigh Acres and Lehigh Acres shall be responsible to invoice for and collect all inspection fees for inspections Lehigh Acres performs.

SECTION 3. FEES.

By this Agreement, Lehigh Acres hereby assigns to Bonita Springs one hundred percent (100%) of all construction plan review services fees Lehigh Acres is entitled to receive from third parties as payment for the performance of the construction plan review services that are being assigned to and assumed by Bonita Springs. The construction plan review services fees shall be the fees described in Lehigh Acres' fee schedule, a copy of which is attached hereto as Exhibit A, as said fee schedule may be amended in the future. As the authorized agent of Lehigh Acres, Bonita Springs shall have the full authority and responsibility to invoice for and collect all construction plan review services fees that become due and payable as a result of Bonita Springs' construction plan review services performed pursuant to this Agreement for Lehigh Acres. Bonita Springs hereby releases and holds Lehigh Acres harmless from all obligations related to the collection of amounts due and payable for all construction plan review services performed by Bonita Springs pursuant to this Agreement. In the event Lehigh Acres receives payment of any construction plan review services fees for construction plan review services performed by Bonita Springs on behalf of Lehigh Acres the said payment will be immediately forwarded by Lehigh Acres to Bonita Springs. It is the intention of the Parties that all amounts due and payable for construction plan review services performed by Bonita Springs on behalf of Lehigh Acres shall be directly invoiced by Bonita Springs and paid directly to Bonita Springs as Bonita Springs' full and complete payment for the construction plan review services Bonita Springs renders pursuant to this Agreement with Lehigh Acres. Lehigh Acres shall have no separate payment obligation to Bonita Springs as the result of any construction plan review services Bonita Springs performs hereunder. At any time, Bonita Springs can request Lehigh Acres to amend Lehigh Acres' fee schedule for construction plan review services; however, the final decision on whether to amend Lehigh Acres' fee schedule for construction plan review services lies solely and exclusively with the Board of Commissioners of Lehigh Acres and shall be exercised by Lehigh Acres, in its sole discretion.

SECTION 4. **TERM.**

The term of this Agreement is three (3) years from the effective date of ___________, 2012. During the term of this Agreement, either party may unilaterally terminate the Agreement, with or without cause, upon thirty (30) days written notice to the other party of their intention to terminate the Agreement.

SECTION 5. **INDEMNIFICATION.**

Each party agrees to indemnify, defend, and hold the other party harmless from any and all claims, suits, judgments, damages, losses, and expenses, including court costs, expert witness fees, professional consultation services, and attorney's fees arising out of any errors, omissions, and/or negligence of each party, its employees, agents, or representatives. In addition, Bonita Springs agrees to indemnify, defend, and Lehigh Acres harmless from any and all obligations to collect any construction plan review services fees that become due and payable to Bonita Springs as a result of the construction plan review services performed by Bonita Springs under this Agreement.

The Parties agree that by execution of this Interlocal Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or to have increased its limits of liability as provided for by § 768.28, Florida Statutes.

SECTION 6. INSURANCE.

During the term of this agreement, each party will carry and maintain, in full force, insurance of the types and minimum amounts described below, insuring each party, and naming the other party as an additional insured, but only as to the specific items covered by this agreement, as amended from time to time. Each party agrees that:

a. Either party may inspect such policies at any time;

b. Each party will cause the insurance coverages to be properly endorsed to provide that the insurance company or companies will give 30 days' notice of termination, alteration or change of the policies to both parties; 57

c. Each party will cause their insurance company or companies to furnish the other party with certificates of such policies detailing the coverages upon request; and

d. Each party will be named as an additional insured on such policies.

SECTION 7. ASSIGNMENT.

This Agreement may not be assigned by either party without the prior written consent of the other party.

SECTION 8. NOTICES.

A party giving notice as provided for by this Agreement shall send such notice by United States certified mail, postage prepaid, return receipt requested, to the address of the other party which is set forth herein below, or to such other addresses as a party shall designate to the other party in writing. Initially, the addresses of the parties for notice purposes shall be:

Lehigh Acres Fire Control and Rescue District
636 Thomas Sherwin Ave S
Lehigh Acres, FL 33974

Bonita Springs Fire Control and Rescue District
27701 Bonita Grande Drive
Bonita Springs, FL 34135

SECTION 9. SUSPENSION.

Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of a state of national emergency, acts of God or public enemy, or other cause beyond the control of such party, by giving the other party written notice of suspension and the reason for same. Payments to be made and services to be rendered under this Agreement shall not become due during a period of suspension. A party may secure the services provided under this Agreement from another source during any period in which the other party suspends performance under this Agreement.

SECTION 10. DEFAULT.

In addition to all other remedies allowed by law upon a default of a party, if either party shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to either party for a period of seven (7) days after receipt of written notice of such default from the other party, the non-defaulting party shall be entitled to immediately terminate this Interlocal Agreement. Nothing in this Interlocal Agreement shall be construed to create a cause of action for consequential damages for delay. Failure by either party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained in the written waiver and shall not affect any other rights as provided for herein.

SECTION 11. AMENDMENTS.

Any amendment to the terms and obligations of this Agreement must be in the form of a written amendment which is duly authorized and executed by both parties.

SECTION 12. LEGAL COMPLIANCE.

Both parties will comply with all applicable Worker's Compensation, employer's liability, and other federal, state, county and municipal laws, ordinances, rules and regulations.

SECTION 13. SUPPLEMENTAL POWERS.

The provisions of this Interlocal Agreement shall be construed so as to affect the purposes as stated herein. The obligations conferred by the provisions of this Interlocal Agreement shall be supplemental to the powers conferred upon the Parties by other general, special or local law.

SECTION 14. CONSTRUCTION AND VENUE.

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any legal proceeding shall be Fort Myers, Lee County, Florida.

SECTION 15. SEVERABILITY.

If any provision of this Interlocal Agreement is held invalid by a court of competent jurisdiction, the remainder of the Interlocal Agreement shall not be affected thereby, and all other parts of this Interlocal Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day, month and year first written above.

[NEXT PAGE FOR SIGNATURE]

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT

By: ______________________________
Jeff Berndt, Chairman of the Board

ATTEST:

By: ______________________________

BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT

By: ______________________________
, Chairman of the Board

ATTEST:

By: ______________________________
, Secretary

60

Exhibit A

BSFCRD PLAN REVIEW FEES

All Construction, Fire Protection, Hazards, and Development Plan Review

- Fiscal Year 2011-12, $50 <12,000 sqft and $0.0042 >12,000 sqft
- Fiscal Year 2012-13, $75 <12,000 sqft and $0.0063 >12,000 sqft
- Fiscal Year 2013-14, $110 <12,000 sqft and $0.0092 >12,000 sqft

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 - 5

Request dates to hold 2012/2013 Tentative Budget Hearings (in compliance with Florida TRIM standards).

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ben Van Klingeren, Finance Manager

PURPOSE AND EXPLANATION

OBJECTIVE: Florida Statute and Florida Department of Revenue (TRIM – Truth in Millage) requires the District (Taxing Authority) to hold a Tentative Budget hearing, and a Final Budget hearing within a certain time frame. Upon adoption, we can submit the DR-420 form (due by August 4th, 2012).

CONSIDERATIONS: Certain criteria (as per Florida DOR – TRIM guidelines) are set forth for the District to abide by. Some of these guidelines are as follows:

- July 1st – Property Appraiser certifies taxable value of District
- The Tentative and Final Budget hearings cannot be held on the same day as a school district or county commission.
- Tentative Budget hearing must be between September 3 – 18 (65 – 80 days after July 1st)
- District must advertise intent to adopt the final millage and budget within 15 days of the Tentative Budget hearing
- District must hold Final Budget hearing within 2 – 5 days after advertisement

The following proposed date (for the Tentative Budget Hearing) meets the criteria and are proposed for adoption:

Tentative Budget Hearing – Friday, September 14th (5:01pm) – Station 104 Meeting Room

FISCAL IMPACT: N/A

EXECUTIVE SUMMARY

BOARD ACTION REQUIRED

July 2012 - 6

Request the Board of Commissioners to adopt the tentative millage rate of 3.0000 mills in order to develop and continue the discussion of the Fiscal Year 2012-2013 Budget.

BOARD MEETING DATE: July 24, 2012

SUBMITTED BY: Ben Van Klingeren, Finance Manager

PURPOSE AND EXPLANATION

OBJECTIVE: Florida Statute and Florida Department of Revenue (TRIM – Truth in Millage) requires the District (Taxing Authority) to tentatively adopt a millage rate to develop and continue budget preparation and discussion for the Fiscal Year 2012-2013 Budget. Upon adoption, we can submit the DR-420 form (due by August 4th, 2012).

CONSIDERATIONS: The District's current maximum millage rate is 3.0000 mills. The initial budget prepared by management for the Board's consideration reflects a millage rate of 3.0000 mills.

In order to develop and continue budget preparation for the Fiscal Year 2012-2013 budget, we propose the adoption of a 3.0000 millage rate.

FISCAL IMPACT: Taxable value of the District's taxable area provided by the Lee County Property Appraiser's Office for the Fiscal Year 2012-2013 budget is $2,438,742,565. Utilizing a 3.0000 millage rate equates to Ad Valorem revenue of $6,950,416 (net 5% for uncollected accounts as per Florida Statute and TRIM guidelines).

June, 2012

Attached please find the District's Monthly Report. Included in this report are a brief summary of highlights and detailed information pertaining to the District's Financial Data/Statistics, Emergency Operations, Life Safety operations, and EMS/Fire Training.

1. **Revenues/ Receipts:**
   a) Total receipts for the month totaled $514,414 of which 84% ($432,229) was Ad Valorem Taxes and 14% ($70,550) was Ambulance Transport Revenue. Just over 2% ($11,635) pertained to other revenue sources (life safety, interest earnings, etc.).

   b) As of June 30, 2012 (nine months into the fiscal year), the District has collected $9,996,575 (87%) of total budgeted annual revenues ($11,517,390) – including both General Fund and Impact Fee Fund.
      i. To date, the District has collected 102% of budgeted Ad Valorem for the year ($6,907,236 of $6,763,863) – due to having less than 5% uncollectible during the year
      ii. To date, the District has collected 55% of budgeted Ambulance Transport Revenue ($858,702 of $1,565,249) – current month amount notably less than normal due to Medicare receipts being held until July due to IT transition (from Medicare).
      iii. To date, the District has collected 68% of budgeted Grant Revenue ($2,067,874 of $3,034,778).

   c) Impact Fee Receipts:
      i. The District received interest earnings of $2 on Impact Fees during the month of June, 2012.

2. **Expenditures:**
   a) Total expenditures for the month totaled $994,835, of which 86% ($862,705) was Personnel-related and the balance was for operational (non-capital) items.

   b) As of June 30, 2012 (nine months into the fiscal year), the District has encumbered/expended $9,643,879 (70%) of total budgeted annual expenditures ($13,685,998) – including both General Fund and Impact Fee Fund.

3. **Grants:**
   a) MARC Unit Grant (2010) – no activity during June, 2012.
      i. No compliance reporting noted/required during June, 2012.
      ii. Quarterly status report due by the end of July, 2012.

3. **Grants, continued:**

   b) CERT Grant (2010-2012) – expended $55 of eligible CERT grant expenditures in June, 2012 and will include it in reimbursement request during the next quarter.

      i. Received reimbursement request #2 ($1,269.33) –in June, 2012.

      ii. Awaiting final approval for proposed Budget Amendment to CERT Grant to change expenditure classifications (no change to total award amount).

      iii. No compliance reporting noted/required during June, 2012.

      iv. Quarterly status report due by the end of July, 2012.

   a) SAFER Grant (2009) – incurred grant expenditures

      i. No reimbursement requests reported during June, 2012.

      ii. Quarterly status report submitted and approved in June by FEMA.

   b) SAFER Grant (2011) – received notification of award ($6,716,887)!

      i. Board took action at June Board meeting to accept/approve 2011 SAFER Grant.

      ii. Period of performance is from September 14, 2012 – September 13, 2014.

4. **Other Financial Data/Information:**

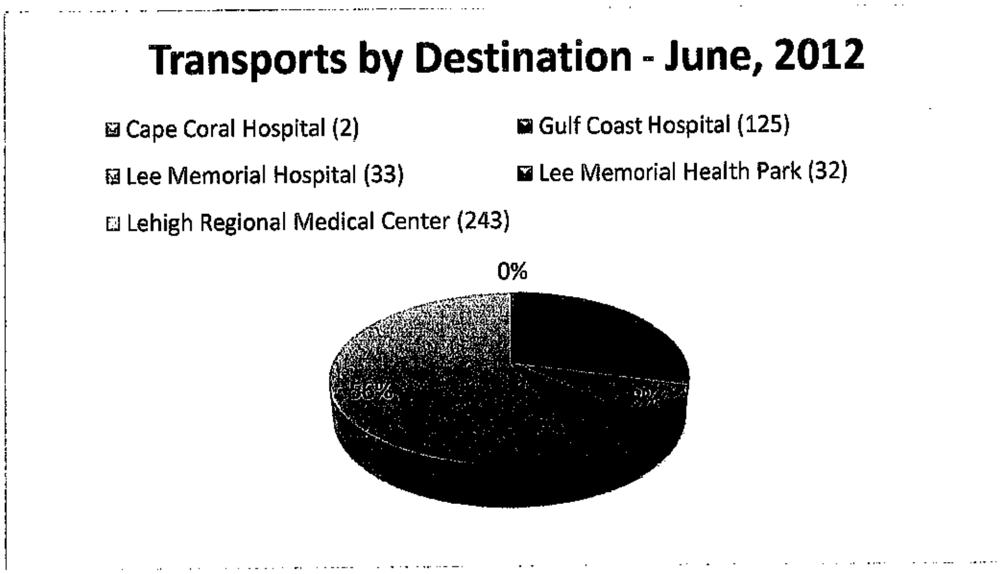
   a) Prepared and submitted 2012 AFG Grant on July 3rd, 2012 – relating to the purchase/acquisition of a Class A Pumper Apparatus.

   b) Prepared/gathered data included in 2012/2013 Budget for July / August workshops

5. **Emergency Calls:**

   a) There were 539 EMS calls for the month of June, 2012 which resulted in 435 transports. Compared to last month, the call volume decreased 5.9% and the number of transports also decreased 9.7%.

   b) Comparing the EMS calls from June 2011, the call volume decreased slightly by 4.4%; however there was a 9.8% increase in the number of transports during the month of June, 2012 compared to June, 2011.



6. **Special Events:**
   a) June 5th – B-Shift – participated in a fire safety discussion with 25-50 children from the First Baptist Church of Sunshine.
   b) June 13th – A-Shift – Lee County Parks and Recreation – Ladder Truck presentation was given to three (3) groups – 180 children
   c) June 15th – C-Shift – Harvest Learning Center – VPK – 75 children – fire safety discussion
   d) June 19th – A-Shift – Fire Station Tour at Station 105.

7. **Life Safety Management Division:** This month, staff focused on annual commercial inspections within the industrial park on the west side of the District. Construction permit inspections were sporadic throughout the District. A total of 62 inspections were conducted and included reinspections.

EMERGENCY OPERATIONS

1. We responded to a total of 806 incidents during the month of June 2012 as compared to 811 incident responses from May, 2012.

2. In June, 2012 dispatched responses totaled 806 incidents and has increased approximately 9.6% for the same reporting period of 2011. In June, 2012 dispatched responses have decreased less than 1% from May 2012's total dispatched responses.

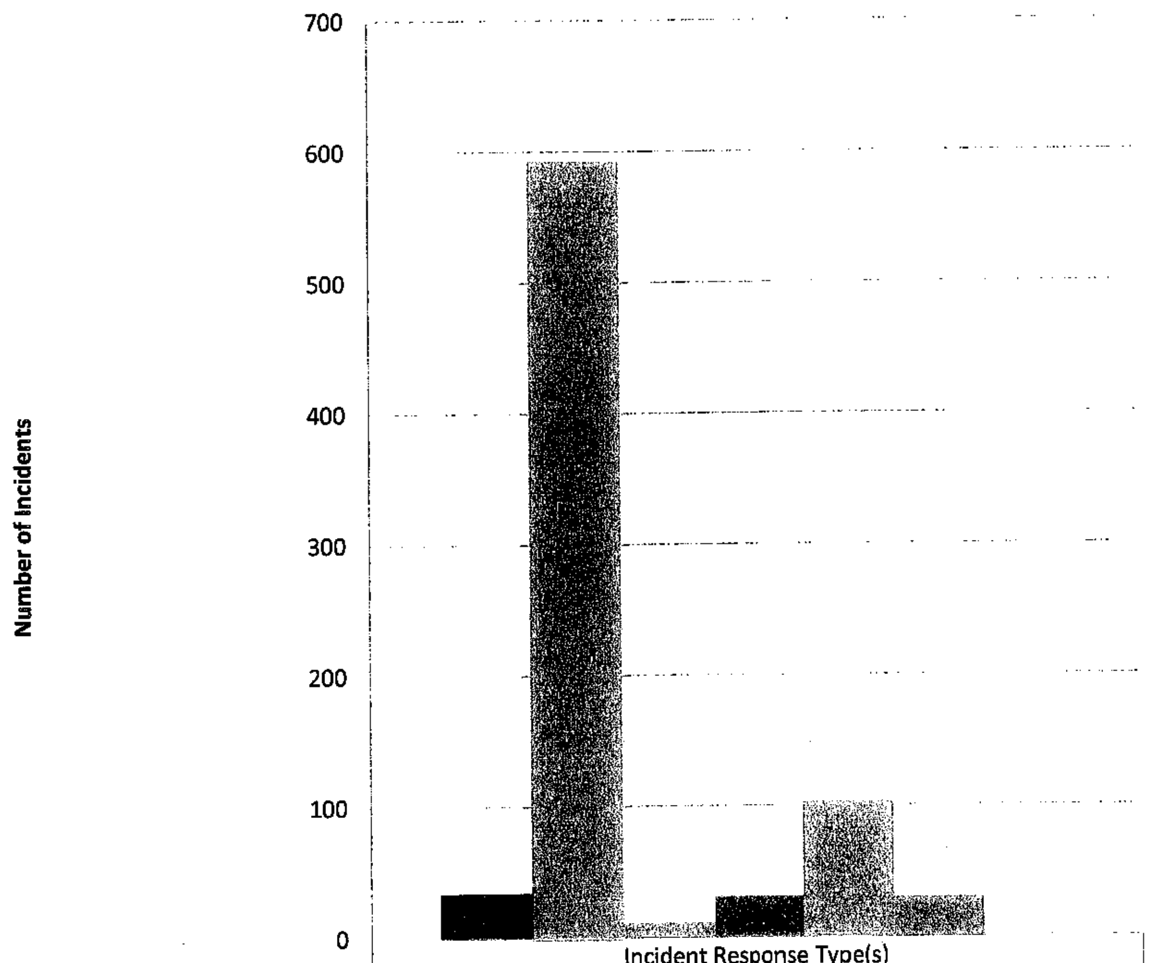
3. Station 102 was the busiest District with approximately 33% of the emergency alarm responses in the District. Truck 102 was the busiest apparatus, responding to approximately 33% of the District's emergencies, while Rescue 104 was the busiest ambulance with approximately 35% of responses.

4. There were a total of 7 structure fires for the month of June 2012. The approximated loss to these structures was valued at $124,000.

5. The summer rains have kept our drought index under 150. However, with the afternoon storms, the District has had several fires to vegetation mostly from lightning and a few from fireworks.

6. The graphs below illustrate the statements noted above and show the types of dispatched responses by percentage for a specific reporting period (June, 2012).

Emergency Operations - Responded Incidents



100-200 Fire Incidents	34
300 Medical and Rescue	593
400 Hazardous Condition	11
500 Service Call	31
600Good Intent Calls	103
700 False Alarms	30
800-900 Special Type Incident	4

LIFE SAFETY MANAGEMENT DIVISION

1. During the month of June, 2012 the Life Safety Management Division performed the following:
   a) New Construction Inspections:

i)	Building & Structural	2
ii)	Certificate of Occupancy (CO) and Fire Final Inspections	9
iii)	Site Inspections & Pre-Construction Meetings	7
iv)	Inspection – Other	2
v)	Fire Alarm Systems	2
vi)	Fire Suppression Systems	0
vii)	Underground Fire Lines	0
viii)	Fire Sprinkler Systems	1

   b) Performed annual inspections of existing school buildings totaling 5
   c) Performed annual of existing businesses/buildings totaling 31
   d) Performed re-inspections of existing businesses/buildings totaling 2
   e) Recorded new violations totaling 2
   f) The Division followed up on four (4) false fire alarms to determine the cause, help expedite repairs, and educate the system owners.
   g) Issued one (1) citation for non-compliance.

EMS TRAINING DIVISION

1. **Classroom & Practical Skills EMS Training:**
   a) Continuing protocol testing
   b) Performed probationary employee testing for those meeting the probationary time frame.

2. **Computer Based EMS Training:**
   a) Protocol review.

3. **Total EMS Training Hours:**
   a) Varied

EMS TRAINING DIVISION, continued

4. Summary:

a) Worked on the EMS Training Budget for Fiscal Year 2012 - 2013.

b) Reviewed monthly EMS Training Logs per employee.

c) Completed monthly probationary testing and evaluations, both written and practical.

d) Receive, disperse, and order EMS supplies each week.

e) Attended an EMSTARS conference on June 4th.

f) Attended an award ceremony on June 19th in Fort Myers at the Rotary Club to recognize two employees: firefighters Imsdahl and Sherman

FIRE TRAINING DIVISION

1. Classroom & Practical Skills Fire Training:

a) **F5002** – Firefighter Safety & Health - The purpose of this course is to provide an overview of safety and health issues affecting firefighters'. This course also provides basic safety guidelines that all firefighters should know. Specifically covers safety and health issues and serves as a basis for which safety and health issues can be reinforced throughout the course.

b) **F5005 – Personal Protective Equipment -** The purpose of this course is to provide an overview of understanding the clothing and equipment needed in their profession. This course also provides maintenance guidelines applicable to the clothing and equipment that all firefighters should know. This curriculum is based on the IFSTA **Essentials of Fire Fighting**, 5th edition.

2. Computer Based Fire Training:

a) **Building Construction Considerations for Incident Commanders -** The course covers building construction hazards, collapse potential, and recognizing building features that will be useful to firefighters and fire officers who are operating as the incident commander or operations officer.

FIRE TRAINING DIVISION, continued

b) **SOG 140.01 – Workplace Safety policy** - The purpose of this policy is to provide a safety program for District staff. This course provides an overview of the safety program. The program has been developed and/or reviewed with input from fire service leaders from around the State and our risk management provider.

c) **LAFCRD** – The purpose of this course is to review procedures and guidelines for the District's Hurricane Plan. To ensure an efficient response by the district before, and after a hurricane.

3. **Total Fire Training Hours:**

a) Total hours of Fire Training per month = 20.0

b) Average hours of Fire Training per person = 20.0 to 35.0

4. **Summary:**

a) Worked on the Fire Suppression Training Budget for Fiscal Year 2012 - 2013.
b) Reviewed monthly Fire Suppression Training Logs per employee for completed training hours and accuracy.
c) Completed Yearly Fire Suppression Training hours per employee.
d) Completed monthly probationary testing and evaluations, both written and practical.
e) Developed and completed July's training schedule.
f) I helped complete Probationary Firefighter Bisgounis two week orientation process from June 4th -15th.
g) Attended Candidate Physical Ability Testing (CPAT) at Iona Station 74 on June 11th.
h) Attended monthly Cooperative Training at the Fort Myers Fire Academy June 12th.
i) Completed the Florida Resource Inventory form for Lehigh Acres Fire & Rescue District on June 20th.
j) I helped gather and enter information with our new training software called TargetSolutions throughout the month of June.
k) Attended a class called L-958 NIMS ICS All-Hazards Position Specific Section Chief Course on June 26th – 29th. The course provided training dealing with an advanced application of the Incident Command System (ICS).

PERFORMANCE MEASURES

1. Life Safety Management staff continues to reach out to the businesses in the District during the past year and have noted positive public contact, education, and reinforcement of codes.

2. The District continues to investigate the causes of fires and educate the public to prevent further occurrence. We have taken a proactive approach with juvenile fire setting issues and are working with the families and children. This is especially true with respect to wildfires. During the month of June, staff has worked with three (3) juveniles, educating them the dangers of fire and other hazards around their homes.

Lehigh Acres Fire Control & Rescue District

Fire Suppression Division Response Total

636 Thomas Sherwin Ave S
Phone: (239) 303-5300

Lehigh Acres, FL 33974
Fax: (239) 369-2436

Fiscal Year 2011-2012 - June 2012

Incident reports By Incident Type Summary

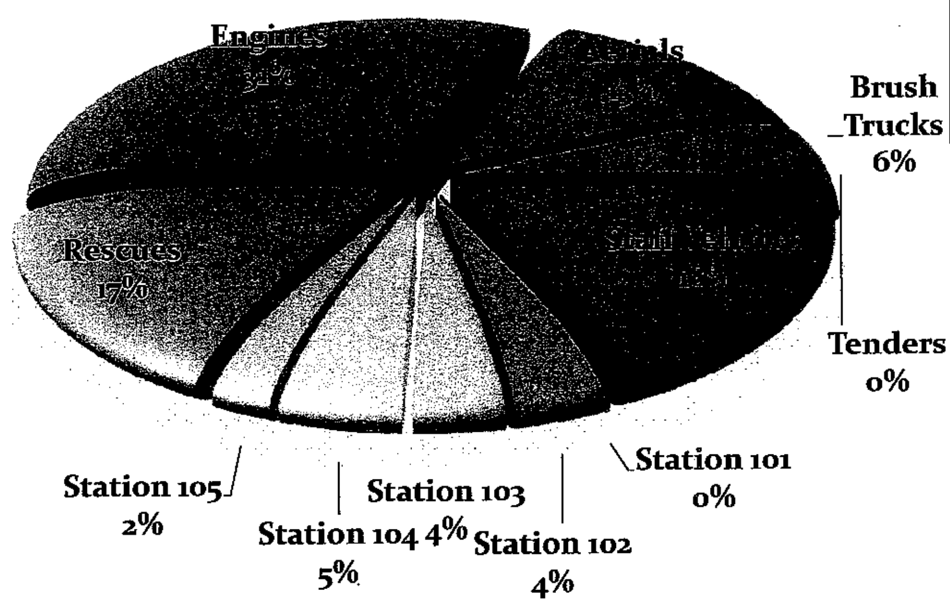
Incident Type		Total Incidents	Fiscal Year To-Date	Jun-11	Jun-10
111	Building Fire	5	31	1	5
112	Fires in Structures Other Than a Building	1	2		
113	Cooking Fire, Confined to Container		10		
118	Trash or rubbish Fire, Contained		1		
121	Fire in Mobile Home Used As A Residence		1		
122	Fire in Motor Home, Camper, Recreational Vehicle	1	2		
131	Passenger Vehicle Fire	2	29	7	3
132	Road Freight or Transport Vehicle Fire		1		
137	Camper or recreational Vehicle (RV) Fire		1		
138	Off Road Vehicle Or Equipment Fire		1		
140	Natural Vegetation Fire, Other		1	1	
141	Forest, Woods or Wildland Fire	1	22	5	3
142	Brush, or Brush and Grass Mixture Fire	19	100	21	20
143	Grass Fire	3	23	3	3
150	Outside rubbish fire, other		5		
151	Outside Rubbish, Trash or Waste Fire	2	16	6	
154	Dumpster or Other Trash Receptacle Fire				1
160	Special Outside Fire, Other		2		
161	Outside Storage Fire		1		
162	Outside Equipment fire		9	2	1
251	Excessive heat, Scorch Burns With No Ignition		2		
311	Medical Assist, Assist EMS Crews	25	274	22	33
321	EMS Call, Excluding Vehicle Accident With Injury	516	4619	446	450
322	Vehicle Accident With Injuries	22	208	32	24
323	Motor Vehicle/ Pedestrian Accident (MV Ped)	4	21	5	1
324	Motor Vehicle Accident With No Injuries	24	197	13	16
331	Lock-In		4	3	1
341	Search For Person on Land		1		
350	Extrication, Rescue, Other		1		
352	Extrication of Victim(s) From Vehicle	1	7	2	1
353	Removal of Victims From Stalled Elevator		2		
381	Rescue or EMS Standby	1	1		
411	Gasoline or Other Flammable Liquid Spill		3	1	
412	Gas Leak (Natural Gas or LPG)		2		
413	Oil or Other Combustible Liquid Spill		1		
421	Chemical Hazard (no spill or leak)		2		
423	Refrigeration Leak		1		
440	Electrical Wiring/Equipment Problem, Other	2	8	1	
441	Heat From Short Circuit (Wiring), Defective/Worn	1	3		
442	Overheated Motor		1		1
444	Power Line Down	4	9	4	2
445	Arching, Shorted Electrical Equipment	3	22	4	2
451	Biological Hazardous, Confirmed or Suspected		1		
460	Accident, Potential Accident, Other		1		
471	Explosive, bomb removal	1	1		
500	Service Call, Other		1		
510	Person in Distress, Other	1	10	2	
511	Lock-out		4		1
512	Ring or Jewlery Removal		1		
520	Water Problem , Other		1		
522	Water or Steam Leak		1		
531	Smoke or Odor Removal		27	4	1

542	Animal Rescue		3		
550	Public Service Assistance, Other	3	23		4
551	Assist Police or Other Governmental Agency	2	14	1	
552	Police Matter	5	15		
553	Public Service	14	113	14	3
554	Assist Invalid	6	83	7	9
561	Unauthorized Burning		69	5	2
571	Cover Assignment, Standby, Moveup		2	5	
600	Good Intent Call, Other		18	2	14
611	Dipatched & Cancelled Enroute	79	620	63	36
621	Wrong Location		2	2	1
622	No Incident Found on Arrival at Dispatch Address	20	133	17	4
631	Authorized Control Burning	1	11		2
632	Prescribed Fire		3		2
651	Smoke Scare Odor of Smoke	2	35	1	
652	Steam, Fog, Vapor, or Dust Thought ot be Smoke	1	5		
661	EMS Call, Party Transported by Non-Fire Agency		67	5	
671	Hazmat Release Investigation W/No Hazmat		3	1	
700	False Alarm or False Call Other	3	14	2	21
710	Malicious, Mischievious False Call, Other		4	1	
711	Municipal Alarm System, Malicious False Alarm	2	5		
713	Telephone, Malicious False Call		9	1	
714	Central Station, Malicious False Call		1		
715	Local Alarm System, Malicious False Call	1	5		
721	Bomb Threat			1	1
730	System malfunction, Other	2	8		5
732	Extibguishing System Activation	1	1		
733	Smoke Detector Activation Due to Malfunction	6	29		
734	Heat Detector Activation Due to Malfunction		3		
735	Alarm System Sounded Due to Malfunction	1	14		7
736	CO Detector Activation Due to Malfunction		1		
740	Unintentional Transmission of Alarm, Other	1	21	4	3
741	Sprinkler Activation, No Fire - Unintentional		1		
742	Extinguishing System Activation		2		
743	Smoke Detector Activation, No Fire - Unintentional	5	82	2	5
744	Detector Activation, No Fire - Unintentional	2	25		1
745	Alarm System Sounded, No Fire - Unintentional	6	36	6	2
746	Carbon Monoxide Detector Activation, No Carbon Monoxide		2		
814	Lightning Strike (No Fire)	4	4	3	1
911	Citizen Complaint		3		
Total		806	7184	728	692

Rescues	13
Engines	24
Aerials	10
Brush Trucks	5
Tenders	0
Staff Vehicles	14
Station 101	0
Station 102	3
Station 103	3
Station 104	4
Station 105	2

06/01/2012 to 06/30/2012

June Work Orders



Rescues	5118.88
Engines	3585.65
Aerials	1655.92
BrushTrucks	714.35
Tenders	243.92
Staff Vehicles	1696.83

06/01/2012 to 06/30/2012

TOTAL	13015.55

June Fuel Cost