



# Immokalee Fire Control District

Regular Fire Commission Meeting

Thursday, October 19, 2023

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## Board of Fire Commissioners

### Board Packet

Thursday October 19, 2023

### Meeting Zoom Link

<https://immfire.zoom.us/j/85347465630>

Meeting ID 853 4746 5630

#### Next Scheduled Meetings:

- Regular Board Meeting November 16, 2023 at 3:00 pm

All Meetings are Held at Station 32, 5368 Useppa Drive, Ave Maria, FL  
34142



# Immokalee Fire Control District

## Regular Fire Commission Meeting

### Thursday, October 19, 2023

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#### PLEASE TURN OFF OR SILENCE CELL PHONES

- 1) Call Meeting to Order (State date and time for the record)
- 2) Pledge of Allegiance
- 3) Invocation or Moment of Silence
- 4) Greet Public and Public Comment Statement
- 5) Proof of Publication (Alma)
- 6) Roll Call / Establish a Quorum
- 7) Approval of Agenda; Move, Remove, and/or Add Agenda Items
- 8) Union Report
- 9) Business of the District

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

1. Approval of Previous Minutes:
  - a) September 5, 2023 Tentative Budget Hearing
  - b) September 19, 2023 Final Budget Hearing
  - c) September 21, 2023 Regular Board Meeting
2. Chief Financial Officer Bronsdon's Financial Report
  - a) Memo from CFO Bronsdon
  - b) Financial Statements – General Fund and Impact Fee Fund
  - c) Trial Balance – General Fund and Impact Fee Fund
  - d) Bank Reconciliation – General Fund and Impact Fee Fund
3. Budgeted Purchases:
  - a) General Fund Total Purchases - \$
  - b) Impact Fee Fund Total Purchases - \$40,887.77
4. Deletion of Surplus Fixed Assets: \$-0-
5. Inspection & Plan Review Reports
6. Deputy Chief Cunningham's Report
7. Fire Chief Choate's Report

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

1. None

#### **III. New Business / Action Items**

1. Awards and Recognitions
  - a) Action Recommended – Publicly Recognize Employee(s)
  - b) Public Comment
  
2. Approval of Revised Exhibit A to Resolution 2018-20 Establishing User Charges
  - a) Action Recommended – Approve Revised Exhibit A to Resolution 2018-20 Establishing User Charges
  - b) Public Comment

3. Adoption of Resolution 2023-021 Establishing 115 Trust Agreement for Retiree Healthcare Funding Plan
  - a) Action Recommended – Adopt Resolution 2023-021 Establishing 115 Trust Agreement for Retiree Healthcare Funding Plan
  - b) Public Comment
  
4. Approval of Purchase of Transit Cargo Van (New Logistics Officer), Ford Expedition (New Division Chief of Operations) and Ford F-250 (New Division Chief of Training) from the Impact Fee Fund
  - a) Action Recommended – Approve Purchase of Transit Cargo Van, 2024 Ford Expedition and Ford F-250 from the Impact Fee Fund
  - b) Public Comment
  
10. District Manager Comments
11. Commissioners Comments
12. General Public Overall Comment; Limited to 3 Minutes Per Person
13. Adjourn Meeting (State time for the Record)

**Next Scheduled Meetings:**

- **Regular Board Meeting November 16, 2023 at 3:00 pm**

**All Meetings are Held at Station 32, 5368 Useppa Drive, Ave Maria, FL 34142**

**Proof**  
**Of**  
**Publications**

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

**IMMOKALEE FIRE CONTR OL DISTR.**  
5368 USEPPA DR

**AVE MARIA, FL 34142-5051**

## Affidavit of Publication

STATE OF WISCONSIN  
COUNTY OF BROWN


Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

**Issue(s) dated: 09/15/2023**

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on September 15, 2023:



Notary, State of WI, County of Brown



My commission expires

DENISE ROBERTS  
Notary Public  
State of Wisconsin

Pursuant to Section 163.31801, Florida Statutes, notice is hereby given that the Immokalee Fire Control District is holding two public workshops dedicated to the extraordinary circumstances necessitating the District's need to exceed the statutory phase-in limitations for its proposed new impact fee rate. The public workshops will be held at the District's Administrative Headquarters, Board of Commissioners Room, 5368 Useppa Dr., Ave Maria, FL 34142 on September 19, 2023 at 10:00 a.m. and September 21, 2023 at 10:00 a.m. Please call 239-657-2111 if accommodations are needed.  
Pub Date: September 15, 2023

#5824695

Publication Cost: \$77.00  
Ad No: 0005824695  
Customer No: 1305572  
PO #:

# of Affidavits<sup>1</sup>

**This is not an invoice**

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

IMMOKALEE FIRE CONTROL DIST  
5368 USEPPA DR  
AVE MARIA, FL 34142  
ATTN ALMA VALLADARES

## Affidavit of Publication

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

**Issue(s) dated: 9/17/2023**

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on September 17th, 2023:



Notary, State of WI, County of Brown

My commission expires:

9/19/25

VICKY FELTY  
Notary Public  
State of Wisconsin

Publication Cost: \$1,002.96  
Ad No: GCI1103828-01  
Customer No: 532805  
PO #: PUBLIC NOTICE – TRIM ADS 2023  
# of Affidavits: 1

This is not an invoice

# NOTICE OF PROPOSED TAX INCREASE

The Immokalee Fire Control District has tentatively adopted a measure to increase its property tax levy.

## **Last year's property tax levy:**

A. Initially proposed tax levy....\$ 6,277,752

B. LESS tax reductions due to Value Adjustment Board and other assessment changes .....\$ 25,577

C. Actual property tax levy..... \$ 6,252,175

## **This year's proposed tax levy...\$ 7,636,761**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Tuesday, September 19, 2023**

**5:05 P.M.**

at

Immokalee Fire Control District

5368 Useppa Drive

Ave Maria, FL 34142

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

# Naples Daily News

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Published Daily  
Naples, FL 34110

IMMOKALEE FIRE CONTROL DIST  
5368 USEPPA DR  
AVE MARIA, FL 34142  
ATTN ALMA VALLADARES

## Affidavit of Publication

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

**Issue(s) dated: 9/17/2023**

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on September 17th, 2023:



Notary, State of WI, County of Brown

My commission expires:

9/19/25

VICKY FELTY  
Notary Public  
State of Wisconsin

Publication Cost: \$806.40  
Ad No: GCI1103828-02  
Customer No: 532805  
PO #: PUBLIC NOTICE – TRIM ADS 2023  
# of Affidavits: 1

This is not an invoice



# BUDGET SUMMARY

IMMOKALEE FIRE CONTROL DISTRICT

FISCAL YEAR 2023-2024

## THE PROPOSED OPERATING BUDGET EXPENDITURES OF IMMOKALEE FIRE CONTROL DISTRICT

**ARE 27% LESSE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES**

	General Fund	Impact Fee	Budget
	<u>Total</u>	<u>Fund</u>	<u>Total</u>
<b>CASH BALANCE BROUGHT FORWARD:</b>	\$ 2,700,795	\$ 3,302,680	\$ 6,003,475
<b>ESTIMATED REVENUES:</b>			
<b>(Millage 3.75 per \$1,000.00)</b>			
Ad Valorem Taxes	\$ 7,254,923		\$ 7,254,923
Inspection/Plan Review Fees			\$ -
Impact Fees		\$ 2,000,000	\$ 2,000,000
Interest	\$ 110,000	\$ 85,000	\$ 195,000
Other Income	\$ 269,243		\$ 269,243
<b>TOTAL ESTIMATED REVENUES</b>			-
<b>AND BALANCES</b>	\$ 10,334,961	\$ 5,387,680	\$15,722,641
<b>EXPENDITURES/EXPENSES</b>			
Employee Costs	\$ 5,486,349		\$ 5,486,349
Insurance	\$ 248,000		\$ 248,000
Training	\$ 33,000		\$ 33,000
County Administrative Fees	\$ 145,289		\$ 145,289
Contingencies	\$ -		\$ -
Utilities	\$ 130,000		\$ 130,000
Vehicle Fuel & Maint.	\$ 155,000		\$ 155,000
Other Operating Expenses	\$ 529,404		\$ 529,404
Capital Purchases	\$ 75,000		\$ 75,000
Debt Service	\$ 799,000		\$ 799,000
Impact Fee Expenditures		\$ 1,580,838	\$ 1,580,838
			\$ -
<b>TOTAL EXPENDITURES</b>	\$ 7,601,042	\$ 1,580,838	\$ 9,181,880
<b>Reserves</b>	\$ 2,733,919	\$ 3,806,842	\$ 6,540,761
<b>TOTAL APPROPRIATED</b>			
<b>EXPENDITURES &amp; RESERVES:</b>	\$ 10,334,961	\$ 5,387,680	\$15,722,641

The tentative, adopted, and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

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Naples, FL 34110

IMMOKALEE FIRE CONTR OL DISTR.  
5368 USEPPA DR

AVE MARIA, FL 34142-5051

## Affidavit of Publication

STATE OF WISCONSIN  
COUNTY OF BROWN

TO WHOM IT MAY CONCERN: Pursuant to Section 163.31801, Florida Statutes, notice is hereby given that the Immokalee Fire Control District in Collier County adopted Resolution 2023-020 on September 21, 2023, which increases the impact fee rate of the Immokalee Fire Control District. The effective date of Resolution 2023-020 is January 1, 2024. A copy of the resolution is available by contacting Becky Bronsdon at [bbronsdon@immfire.com](mailto:bbronsdon@immfire.com).

Pub Date: September 22, 2023

#5825616

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 09/22/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on September 22, 2023:



Notary, State of WI, County of Brown

8-25-26

My commission expires

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

Publication Cost: \$63.00

Ad No: 0005825616

Customer No: 1305572

PO #:

# of Affidavits 1

**This is not an invoice**

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

IMMOKALEE FIRE CONTR OL DISTR.  
5368 USEPPA DR

AVE MARIA, FL 34142-5051

## Affidavit of Publication

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 09/29/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

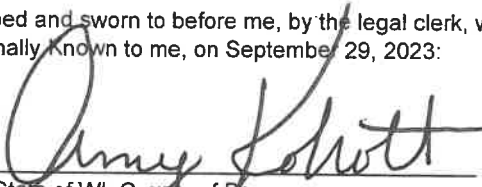
## IMMOKALEE FIRE CONTROL DISTRICT BOARD OF FIRE COMMISSIONERS 2023/2024 REGULAR MEETING SCHEDULE

The Board of Fire Commissioners of the Immokalee Fire Control District Will hold Regular Meetings at 3:00pm on the following dates:

October 19, 2023  
November 16, 2023  
December 21, 2023  
January 18, 2024  
February 15, 2024  
March 21, 2024  
April 18, 2024  
May 16, 2024  
June 6, 2024  
July 25, 2024  
August 22, 2024  
September 19, 2024

Regular Meeting Location:  
IFCD Headquarters  
(Fire Station 32)  
5368 Useppa Drive  
Ave Maria, FL 34142  
Sept 29, 2023 #5834431

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on September 29, 2023:



Notary, State of WI, County of Brown

6/30/2025

My commission expires

AMY KOKOTT  
Notary Public  
State of Wisconsin

Publication Cost: \$112.00

Ad No: 0005834431

Customer No: 1305572

PO #:

# of Affidavits 1

**This is not an invoice**



# **Immokalee Fire Control District**

**Regular Fire Commission Meeting**  
**Thursday, October 19, 2023**

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## **I. Consent Agenda**

- 1. Approval of Minutes**
  - a. Sept 5th Tentative Budget Hearing**
  - b. Sept 19th Final Budget Hearing**
  - c. Sept 21st Regular Board Meeting**

Fire Commission Meeting  
Immokalee Fire Control District  
Board Meeting Minutes  
September 21, 2023

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

Present Commissions: Goodnight, Brister, Halman, Keen and Gunthner were present. Chief Michael Choate, Deputy Chief Thomas Cunningham, Chief Financial Officer Becky Bronsdon, Division Chief Joshua Bauer, Division Chief Derek Neuman and Admin Assistant Alma Valladares were present. Union Vice-President Andre Beaudette was not present.

- 1) Call meeting to order at 3pm by Chairperson Goodnight
- 2) Pledge of Allegiance by Chairperson Goodnight
- 3) Invocation or Moment of Silence led by Chairperson Goodnight
- 4) Greet Public and Read Public Comment Statement by Chairperson Goodnight
- 5) Proof of Publication by Chairperson Goodnight
- 6) Roll Call/Establish a Quorum by Becky Bronsdon
- 7) Approval of Agenda: Move, Remove and/or Add Agenda Items  
Chief Choate mentioned that we have to add
- 8) Union Report  
Union President not present
- 9) Business of the District

**Chief Choate mentioned that there was nothing to add or remove from Agenda. Agenda presented as is. Commissioner Gunthner motioned to approve the Agenda as is and Commissioner Brister seconded the motion. Motion carries unanimously.**

I. Consent Agenda

Chief Choate mentioned there is nothing to change under the Consent Agenda

**Commissioner Keen motioned to approve the Consent Agenda as it is submitted and Commissioner Gunthner seconded the motion. Motion carried unanimously.**

II. Old Business

1. None

III. New Business

1. Awards and Recognition  
None

2. Ratification of Declaration of State of Emergency by Resolution 2023-010 at Emergency Meeting held August 29, 2023

Chief Choate and Chief Financial Officer Bronsdon discussed with the board

**Commissioner Brister motioned to approve the Ratification of Declaration of State of Emergency by Resolution 2023-010 and Commissioner Gunthner seconded the motion. Motion carried unanimously.**

3. Approval of Renewal of Auto, Property and Liability Insurance for the Period of October 1, 2023 through September 30, 2024 with VFIS through Arthur J. Gallagher Insurance  
Chief Choate and Financial Officer Bronsdon discussed with the board  
**Commissioner Brister motioned to approve the renewal of Auto, Property and Liability Insurance for the Period of October 1, 2023 through September 30, 2024 with VFIS through Arthur J. Gallagher Insurance and Commissioner Keen seconded the motion. Motion carried unanimously.**
4. Approval of Demonstrated Needs Study Prepared by Benesch to Validate Need to Increase Impact Fee Rates  
Chief Financial Officer Bronsdon discussed with the board  
**Commissioner Brister motioned to approve of Demonstrated Needs Study Prepared by Benesch to Validate Need to Increase Impact Fee Rates and Commissioner Gunthner seconded the motion. Motion carried unanimously.**
5. Adoption of Resolution 2023-020 Establishing Impact Fee Rates effective January 1, 2024  
Chief Financial Officer Bronsdon discussed with the board  
**Commissioner Brister motioned to approve of Resolution 2023-020 Impact Fee Rates effective January 1, 2024 and Commissioner Keen seconded the motion. Motion carried unanimously.**
6. Approval of Loan with First Bank in the amount of \$2,700,000  
Chief Financial Officer Bronsdon discussed with the board  
**Commissioner Halman motioned to approve the Loan with First Bank in the amount of \$2,700,000 and Commissioner Brister seconded the motion. Motion carried unanimously.**
7. Establish Dates for Regular Board Meetings for the 23-24 Fiscal Year  
Chief Choate and Financial Officer Bronsdon discussed with the board. Commissioner Brister mentioned that he won't be here for the October 19<sup>th</sup> meeting but as long as there is a quorum, it's fine to leave the date as is. Unless we don't have a lot of items on the Agenda.  
**Commissioner Brister motioned to approve establish dates for Regular Board Meetings for the 23-24 Fiscal Year and Commissioner Gunthner seconded the motion. Motion carried unanimously.**
8. Approval to Open New Bank Account with First Foundation Bank to Accommodate PayPal Transactions  
Chief Financial Officer Bronsdon discussed with the board  
**Commissioner Brister motioned to approve to Open New Bank Account with First Foundation Bank to Accommodate PayPal Transactions and Commissioner Halman seconded the motion. Motion carried unanimously.**
9. Approval of Commissioners' and Fire Chief's Travel for the Fiscal Year Ended 9-30-24  
Chief Choate discussed with the board  
**Commissioner Gunthner motioned to approve the Commissioners' and Fire Chief's Travel for the Fiscal Year Ended 9-30-24 and Commissioner Halman seconded the motion. Motion carried unanimously.**

10) District Manager Comments

Chief Choate mentioned that the church buying Station 30 only qualified for \$850,000. We will take the money and do a lease to buy in payments until they sell their church to pay off the rest. had nothing for today.

11) Commissioners Comments

None

12) General Public Comments

None

13) Adjourned Meeting at 3:34 pm

Next scheduled Meeting(s):

Regular Board Meeting: October 19, 2023 at 3pm

**All Meetings are held at Station 32 Headquarters, 5368 Useppa Drive, Ave Maria, FL 34142**



Fire Commission Meeting  
Immokalee Fire Control District  
Budget Workshop Minutes  
September 5, 2023

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

Present Commissions: Goodnight, Keen, Halman and Gunthner. Chief Michael Choate, Chief Financial Officer Becky Bronsdon, Deputy Chief Thomas Cunningham, Battalion Chief Admin. Joshua Bauer, Admin Asst. Alma Valladares and Andre Beaudette were present.

- 1) Call meeting to order at 2pm by Commissioner Goodnight
- 2) Pledge of Allegiance by Commissioner Goodnight
- 3) Invocation or Moment of Silence led by Commissioner Goodnight
- 4) Proof of Publication by Anne Goodnight
- 5) Roll Call/Establish a Quorum by Alma Valladares
- 6) Approval of Agenda; Move, remove, and/or add Agenda Items

**Commissioner Brister motioned to approve the Agenda as submitted and Commissioner Keen seconded the motion. Motion carries unanimously.**

I. New Business

1. Review and Discussion of Draft #1 of the 2023/2024 General Fund Budget  
Chief Financial Officer Bronsdon and Chief Michael Choate discussed with the board about the Draft #1 of the 2023/2024 General Fund Budget.
2. Review and Discussion of Draft #1 of the 2023/2024 Impact Fee Fund Budget  
Chief Financial Officer Bronsdon discussed with the board about the Draft #1 of the 2023/2024 Impact Fee Fund Budget.

8) District Manager Comments  
None

9) Commissioners Comments  
None

10) General Public Overall Comment; Limited to 3 Minutes per Person  
None

11) Adjourn Meeting at 2:25pm

Next scheduled Meeting(s):

- Regular Board Meeting: August 24, 2023 at 3pm, Station 32 Headquarters, 5368 Useppa Drive, Ave Maria, FL 34142

Fire Commission Meeting  
Immokalee Fire Control District  
Final Budget Hearing Minutes  
September 19, 2023

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

Present Commissions: Goodnight, Brister, Keen, Halman and Gunthner. Chief Michael Choate, Chief Financial Officer Becky Bronsdon, Deputy Chief Thomas Cunningham, Division Chief Josh Bauer and Administrative Assistant Alma Valladares were present. Division Chief Derek Neuman and Vice-President of the Union Andre Beaudette were not present.

- 1) Call Meeting to Order at 5:05pm by Commissioner Goodnight
- 2) Pledge of Allegiance
- 3) Invocation or Moment of Silence
- 4) Greet Public and Read Public Comment Statement
- 5) Proof of Publication
- 6) Roll Call/Establish a Quorum by Alma Valladares
- 7) Approval of Agenda-Move, Remove and/or Add Agenda Items

**Commissioner Gunthner motioned to approve the Agenda and Commissioner Brister seconded the motion. Motion carries unanimously.**

8) Public Hearing – 2023-2024 Final Budget

- A. Discussion of Rolled Back Rate Necessary to Fund Budget and Purpose for Which Ad Valorem Revenue may be Increased  
Chief Financial Officer Bronsdon discussed with the board.
- B. Review of General Fund Final Budget  
Chief Financial Officer Bronsdon discussed with the board.
- C. Review of Impact Fee Fund Final Budget  
Chief Financial Officer Bronsdon discussed with the board.
- D. Adoption of Final Millage Rate by Resolution 2023-016  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Brister motioned to Adopt the Final Millage Rate by Resolution 2023-016 and Commissioner Keen seconded the motion. Motion carries unanimously.**
- E. Adoption of Final Impact Fee Rates by Resolution 2023-017  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Gunthner motioned to Adopt of the Final Impact Fee Rates by Resolution 2023-017 and Commissioner Brister seconded the motion. Motion carries unanimously.**
- F. Adoption of Final General Fund Budget by Resolution 2023-018  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Brister motioned to Adopt the Final General Fund Budget by Resolution 2023-018 and Commissioner Halman seconded the motion. Motion carries unanimously.**

G. Adoption of Final Impact Fee Fund Budget by Resolution 2023-019

Chief Financial Officer Bronsdon discussed with the board.

**Commissioner Gunthner motioned to Adopt the Final Impact Fee Fund Budget by Resolution 2023-019 and Commissioner Halman seconded the motion. Motion carries unanimously.**

9) District Manager Comments

Chief Choate mentioned that he has nothing else to say.

10) Commissioners Comments

None

11) General Public Overall Comment; Limited to 3 Minutes Per Person

None

12) Adjourn Meeting at 5:19pm

Next Scheduled Meeting(s) al held at Station 32, 5368 Useppa Drive, Ave Maria, FL 34142

- Regular Board Meeting: September 21, 2023 – 3pm

Fire Commission Meeting  
Immokalee Fire Control District  
Tentative Budget Hearing Minutes  
September 5, 2023

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

Present Commissions: Goodnight, Keen, Halman and Gunthner. Chief Michael Choate, Chief Financial Officer Becky Bronsdon, Deputy Chief Thomas Cunningham, Division Chief Josh Bauer and Division Chief Derek Neuman, Administrative Assistant Alma Valladares, President of the Union Andre Beaudette were present. Commissioner Brister was not present.

- 1) Call Meeting to Order at 5:05pm by Commissioner Goodnight
- 2) Pledge of Allegiance
- 3) Invocation or Moment of Silence
- 4) Greet Public and Read Public Comment Statement
- 5) Proof of Publication (TRIM Notice)
- 6) Roll Call/Establish a Quorum by Alma Valladares
- 7) Approval of Agenda-Move, Remove and/or Add Agenda Items

**Commissioner Halman motioned to approve the Agenda and Commissioner Gunthner seconded the motion. Motion carries unanimously.**

8) Public Hearing – 2023-2024 Tentative Budget

- A. Discussion of Rolled Back Rate Necessary to Fund Budget and Purpose for Which Ad Valorem Revenue may be Increased  
Chief Financial Officer Bronsdon discussed with the board.
- B. Review of General Fund Tentative Budget  
Chief Financial Officer Bronsdon discussed with the board.
- C. Review of Impact Fee Fund Tentative Budget  
Chief Financial Officer Bronsdon discussed with the board.
- D. Adoption of Tentative Millage Rate by Resolution 2023-011  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Gunthner motioned to Adopt the Tentative Millage Rate by Resolution 2023-011 and Commissioner Keen seconded the motion. Motion carries unanimously.**
- E. Adoption of Tentative Impact Fee Rates by Resolution 2023-012  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Halman motioned to Adopt of the Tentative Impact Fee Rates by Resolution 2023-012 and Commissioner Gunthner seconded the motion. Motion carries unanimously.**
- F. Adoption of Tentative General Fund Budget by Resolution 2023-013  
Chief Financial Officer Bronsdon discussed with the board.  
**Commissioner Keen motioned to Adopt the Tentative General Fund Budget by Resolution 2023-013 and Commissioner Halman seconded the motion. Motion carries unanimously.**

G. Adoption of Tentative Impact Fee Fund Budget by Resolution 2023-014

Chief Financial Officer Bronsdon discussed with the board.

**Commissioner Halman motioned to Adopt the Tentative Impact Fee Fund Budget by Resolution 2023-014 and Commissioner Keen seconded the motion. Motion carries unanimously.**

9) District Manager Comments

Chief Choate mentioned that he has nothing else to say.

10) Commissioners Comments

None

11) General Public Overall Comment; Limited to 3 Minutes Per Person

None

12) Adjourn Meeting at 5:26pm

Next Scheduled Meeting(s) al held at Station 32, 5368 Useppa Drive, Ave Maria, FL 34142

- Regular Board Meeting: September 19, 2023 – 5:05pm
- Final Budget Hearing – September 21, 2023 – 3:00pm

**3.**

**Budgeted  
Purchases:**

**a) General Fund**

**Total Purchase**

**\$ -0-**

**b) Impact Fee**

**Total Purchase**

**\$ 40,887.77**

CONSENT AGENDA - PURCHASES				
October 19, 2023				
Description	Vendor	Bid	Budget Source and Budget Line	Budget Amount Available Prior to Purchase
<b>IMPACT FEE FUND</b>				
<b>ITEM 3B</b>				
Radios for New Logistics Officer	Motorola			\$ -
	<i>Sole Source for County-Wide Communications</i>	\$ 27,180.77	35 - Equipment	\$ 75,000
<b>Recommendation:</b>	<b>See Attachment 1</b>			
<b>Motorola</b>	<b>\$27,180.77</b>			
Lighting/Sirens/Module Upfit - Logistics Officer	Lightning Fleet Solutions	\$ 13,707.00	33 - Vehicles	\$ 225,000
	<i>Sole Source</i>			
<b>Recommendation:</b>	<b>See Attachment 2</b>			
<b>Lightning Fleet Solutions</b>	<b>\$13,707.00</b>			
<b>TOTAL IMPACT FEE FUND PURCHASES</b>	<b>\$40,887.77</b>			

Billing Address:  
 IMMOKALEE FIRE CONTROL  
 DISTRICT  
 5368 USEPPA DRIVE  
 AVE MARIA, FL 34142  
 US

Quote Date:08/10/2023  
 Expiration Date:09/24/2023  
 Quote Created By:  
 Mike Harrington  
 mharrington@emciwireless.com  
 End Customer:  
 IMMOKALEE FIRE CONTROL DISTRICT  
 Josh Bauer  
 jbauer@immfire.com  
 Contract: 36893 - LEE COUNTY, FL

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1		\$10,259.68	\$6,836.79	\$6,836.79
1a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1				
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1				
1c	G831AD	ADD: SPKR 15W WATER RESISTANT	1				
1d	G67DD	ADD: REMOTE MOUNT 02 MP	1				
1e	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	1				
1f	GA00580AA	ADD: TDMA OPERATION	1				
1g	W20CA	ADD: KEYPAD MIC GCAI APX	1				
1h	G201AA	ADD: GREEN COLORED HOUSING (O2 CH)	1				
1i	G51AT	ENH:SMARTZONE	1				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	GA05509AA	DEL: DELETE UHF BAND	1				
1k	GA09001AA	ADD: WI-FI CAPABILITY	1				
1l	GA00804AB	ADD: APX O2 CH (IMPACT GREEN)	1				
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1				
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1				
1o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1				
1p	GA01630AA	ADD: SMARTCONNECT	1				
1q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1				
1r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1				
1s	G89AC	ADD: NO RF ANTENNA NEEDED	1				
1t	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100	1				
2	EQ000103A02	MULTIPLEXER,_ALL BAND, APX8500, VEHICLE	1		\$214.92	\$156.89	\$156.89
3	HAD4007A	UNITY GAIN ANTENNA QUARTERWAVE VHF 144-150.8 - ROOF MOUNT	1		\$25.92	\$18.92	\$18.92
4	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	1		\$46.44	\$33.90	\$33.90
	APX™ NEXT	APX NEXT XE MULTI					
5	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	2		\$11,991.96	\$7,678.56	\$15,357.12
5a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	2				
5b	BD00001AA	ADD: CORE BUNDLE	2				



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5c	H499KC	ENH: SUBMERSIBLE (DELTA T)	2				
5d	H38DA	ADD: SMARTZONE OPERATION	2				
5e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	2				
5f	QA09028AA	ADD: VIQI VC RADIO OPERATION	2				
5g	Q629BD	ENH: AES ENCRYPTION AND ADP	2				
5h	QA03399AK	ADD: ENHANCED DATA	2				
5i	Q387CB	ADD: MULTICAST VOTING SCAN	2				
5j	QA00580BA	ADD: TDMA OPERATION	2				
5k	QA09001AM	ADD: WIFI CAPABILITY	2				
5l	BD00015AA	ADD: OPERATIONAL BUNDLE	2				
5m	QA01843AR	ADD: MANDOWN OPERATION	2				
5n	QA00631AL	ADD: DVRS PSU ACTIVATION	2				
5o	Q361CD	ADD: P25 9600 BAUD TRUNKING	2				
5p	Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	2				
5q	H842BT	ADD: SINGLE UNIT PACKING	2				
5r	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	2				
5s	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	2				



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5t	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	2				
5u	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	2				
6	SSV01P01407B	SMARTPROGRAMMING PROMO+	2	1 YEAR	\$75.00	\$75.00	\$150.00
7	SSV01P01406A	SMARTCONNECT PROMO+	2	1 YEAR	\$75.00	\$75.00	\$150.00
8	SSV01P01476A	SMARTLOCATE PROMO+	2	1 YEAR	\$75.00	\$75.00	\$150.00
9	SSV01P01902A	SMARTMAPPING PROMO+	2	1 YEAR	\$75.00	\$75.00	\$150.00
10	SSV01P01901A	SMARTMESSAGING PROMO+	2	1 YEAR	\$75.00	\$75.00	\$150.00
11	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	2	1 YEAR	\$0.00	\$0.00	\$0.00
12	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	2	5 YEARS	\$751.80	\$751.80	\$1,503.60
13	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	2	1 YEAR	\$32.04	\$32.04	\$64.08
14	LSV01S03082A	RADIOCENTRAL PROGRAMMING	2	4 YEARS	\$128.16	\$128.16	\$256.32
15	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	1		\$599.00	\$389.35	\$389.35
16	NNTN7624C	CHARGER,CHR IMP VEH EXT NAVEU KIT	1		\$509.76	\$331.34	\$331.34
17	PMMN4132ABLK	ACCESSORY KIT,XVE500 REMOTE SPEAKER MICROPHONE, BLACK WITH KNOB	2		\$680.40	\$442.26	\$884.52
18	NNTN9089A	BATTERY PACK,IMPRES GEN2, LIION, IP68, 5850T	2		\$290.40	\$188.76	\$377.52
19	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	2		\$169.56	\$110.21	\$220.42

**Grand Total**
**\$27,180.77(USD)**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



**LIGHTNING FLEET SOLUTIONS**  
A Division of Lightning Wireless Solutions, Inc.

**Fort Myers**  
**Corp. Headquarters**  
5500 Division Drive  
Fort Myers, FL 33905  
(239) 481-8700  
MV98303

**Sarasota**  
**Branch Location**  
6244 Clark Center Ave., Unit 1  
Sarasota, FL 34238  
(941) 413-5130  
MV98584

Name / Address

**Immokalee Fire Control District**  
**Accounts Payable**  
**5368 Useppa Drive**  
**Ave Maria, FL 34142**

**Date Quote**

9/22/2023 18293

Description	Qty	Rate	Total
1- 2023 Ford Transit Van (Logistics Van) *** Priced Per Vehicle ***			
Whelen BSFW52Z, Ford Transit, 2020-2021, Ten Lamps, DUO™, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Down Red / White	1	971.00	971.00
Whelen TCRWX6, 6 Lamp Housing and TCRL* TRIO™ Lighthead. "L" Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately. Red / Amber / White	2	823.00	1,646.00
Whelen TCRLBKT2, 1 Dual Mounting Bracket and Hardware for Front and Rear Mounting of the Tracer™ Series Under a Lightbar	2	0.00	0.00
Whelen C399, CenCom Core™, Remote Siren & Control Center Powered By WeCanX™ (WCX), and WCX Options. Control Head and OBDII CANport™, Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX™ Ports, and Controls up to 99 Devices/Remote Modules,	1	964.00	964.00
Whelen C399K5, CenCom Core™ NEW 2020-2021 Ford Expedition, Super Duty and Transit Gateway Installation Kit Option	1	120.00	120.00
Whelen CCTL7, CenCom Core™, Remote Siren & Control Center Powered By WeCanX™ (WCX), and WCX Options. Control Head and OBDII CANport™ Installation Kit Purchased Separately, Includes 3 Section Control Head and 21 Push-Buttons, 4-Position Slide Switch, (1 Mounted In Cab, 1 Mounted In Rear Accessible When Rear Door Opens)	2	323.00	646.00
Whelen TL13KC Ion T-Series Linear TRIO Red / Amber / White (Mounting: Front- 2 in Grille, 2 in Lower Front Bumper, Sides- 2 on Sides Near Top of Van High, 1 Above Front Wheel Wells, 1 Above Rear Wheel Wells, Rear- 4 Above Doors Near Top, 2 on Lower Rear Bumper) (Total- 4 Front, 8 Sides, 6 Rear)	18	151.05556	2,719.00
Whelen VTX609C, Vertex™ Super-LED® Light, Single Self-Contained Lighthead with 25 Scan-Lock™ Flash Patterns, Including Steady-Burn, Clear (Mounted In Rear Reverse Lights Clear Section)	2	61.00	122.00
Whelen 60CREGCS, Interior Light, 6" Round, 12 Diode Interior Light, Split Red/White, Includes Switches (Mounted in Rear Cargo of Van to Illumiate Cargo Area)	4	122.25	489.00
Troy CM-FTV-SL-LED, 2015-18 Transit XLT Van Ht. adjustable seat mnt w/slide arm for docking stations	1	572.00	572.00
Havis UT-1001 Universal Tray Locking for approximately 11"-14" Computing Devices	1	249.00	249.00
Wagan 3808, Pure Line 2000W Pure Sine Inverter (ETL) (CDP at Install- See West)	1	455.00	455.00
Tech-00 Relay 12V 200/300 Amp	1	57.00	57.00
CM Blue Sea Systems 7700 Remote Battery Switch with Manual Control, 500A, 12VDC	1	297.00	297.00

To accept this quote please sign below or attach a PO and return to our office.  
Please send to [Orders@lwsinc.net](mailto:Orders@lwsinc.net)  
Quote is valid for 60 days and pricing is subject to change at the time of order.

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

Signature



**LIGHTNING FLEET SOLUTIONS**  
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**Accounts Payable**  
**5368 Useppa Drive**  
**Ave Maria, FL 34142**

**Date Quote**

9/22/2023 18293

Description	Qty	Rate	Total
Shipping	1	150.00	150.00
Labor - Vehicle Equipment Installation	1	3,600.00	3,600.00
LWS Custom Wiring Harness, Includes Fuse Blocks and Circuit Breaker	1	500.00	500.00
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	150.00	150.00
*** Install CS Motorola Radio (CDP), Set Front Headlights to Flash in Core ***			

To accept this quote please sign below or attach a PO and return to our office.  
 Please send to [Orders@lwsinc.net](mailto:Orders@lwsinc.net)  
 Quote is valid for 60 days and pricing is subject to change at the time of order.

<b>Subtotal</b>	\$13,707.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$13,707.00

Signature \_\_\_\_\_

**5.**

**Inspection &  
Plan Review  
Reports for  
Ops/Impact  
Fee**

### Sep-23

<i>IMMOKALEE FIRE INSPECTION</i>	<i>#</i>	<i>COLLECTED</i>
FIRE Inspection - Alarm Monitoring	2	\$ 200.00
FIRE Inspection - Standpipes	1	\$ 200.00
FIRE Inspection - Underground Fire Lines	9	\$ 1,881.00
FIRE Inspection Add/Alt - Commercial	1	\$ 539.65
FIRE Inspection Alarm - New Construction	3	\$ 1,213.65
FIRE Inspection Architectural Fee Type I-IV Construction - Commercial	2	\$ 1,237.68
FIRE Inspection Architectural Fee Type V Construction - Commercial	2	\$ 1,868.40
FIRE Inspection Minimum Fee - (not otherwise noted)	6	\$ 1,062.64
FIRE Inspection Sprinklers - New Construction Per Tower	1	\$ 1,496.40
<i>TOTALS</i>	27	\$ 9,699.42

### Sep-23

<i>IMMOKALEE IMPACT FEES</i>	<i>#</i>	<i>COLLECTED</i>
Fire Impact Fee - Immokalee - Non Res	0	\$ -
Fire Impact Fee - Immokalee - Res	47	\$ 178,947.54
<i>Totals</i>	47	\$ 178,947.54



**Sep-23**

<i>IMMOKALEE FIRE APPLICATION</i>	<i>#</i>	<i>COLLECTED</i>
FIRE Application - Alarms Monitoring	7	\$ 700.00
FIRE Application - Architectural	28	\$ 16,018.87
FIRE Application - Fire Alarm - Commerical	4	\$ 360.00
FIRE Application - Sprinkler System	10	\$ 500.00
FIRE Application - Underground Fire Line	7	\$ 700.00
TTLS	56	\$ 18,278.87

### Sep-23

<i>IMMOKALEE FIRE APPLICATION/REVIEWS</i>	<i>#</i>	<i>COLLECTED</i>
Fire Code Review - CU	1	\$ 150.00
Fire Code Review - Plans and Plat	2	\$ 200.00
Fire Code Review Manual Fee	8	\$ 800.00
FIRE Review Fee - Alarms - Commercial	3	\$ 210.00
FIRE Review Fee - Fire Architectural	1	\$ 457.48
FIRE Review Fee - Sprinkler Systems	1	\$ 433.20
FIRE Review Fee - Underground Fire Line	9	\$ 196.20
FIRE Review Minimum Fee	10	\$ 1,274.82
FIRE Second Correction	1	\$ 75.00
Transfer from Deposit	-2	\$ (110.54)
<b>TOTALS</b>	<b>34</b>	<b>\$ 3,686.16</b>



# **Immokalee Fire Control District**

**Regular Fire Commission Meeting**

**Thursday, October 19, 2023**

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## **II. Old Business**

**None**



# **Immokalee Fire Control District**

**Regular Fire Commission Meeting**  
**Thursday, October 19, 2023**

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## **III. New Business / Action Items**

# **Item 1: Awards**

**Item 2.**

**Approval of**

**Revised Exhibit A**

**To**

**Resolution 2018-20**

**Establishing**

**User Charges**



# Immokalee Fire Control District

## Regular Board Meeting

### Thursday, October 19, 2023

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**Meeting Date:** October 19, 2023  
**Prepared By:** Chief Financial Officer Becky Bronsdon  
**Date Prepared:** October 2, 2023  
**Subject:** Approval of Revised Exhibit A to Resolution 2018-20 Establishing User Charges

**Objective:**

Approve revision to Exhibit A to Resolution 2018-20 establishing the Schedule of Fees for special events.

**Background Information:**

At the December 13, 2018 Board Meeting, the Board adopted Resolution 2018-20 establishing user fees for special events (Attachment 1). Contained within the Resolution is Exhibit A – Schedule of Fees. The Resolution allows the Board to revise Exhibit A at the discretion of the Board.

The current Schedule A provides for a specific hourly rate by rank of employee providing service at the event. Since the time that Schedule of Fees was adopted, the Collective Bargaining Agreement was changed to provide for a rate of pay for all employees providing service at special events to \$45.00 an hour. With benefit costs, the existing Schedule of Fees does not cover our expenses to provide service. Therefore, we are proposing a revised Exhibit A reflecting a cost of \$70.00 per hour. Since our cost is \$45.00 per hour PLUS 45.12% for retirement, social security, Medicare and worker's compensation, the rate of \$70.00 per hour allows us to recoup our cost, which is the intent of the Resolution and Schedule of Fees.

Attachment 2 is the proposed Exhibit A – Schedule of Fees.

**Recommendation:**

Staff recommends the Board approve the proposed, revised Exhibit A – Schedule of Fees.

**Attachments:**

Attachment 1: Resolution 2018-20  
Attachment 2: Exhibit A – Schedule of Fees

**RESOLUTION 2018-20**

**A RESOLUTION OF THE IMMOKALEE FIRE CONTROL DISTRICT ESTABLISHING USER CHARGES; ENFORCEMENT AND PENALTY; CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Immokalee Fire Control District ("District") is an independent special fire control and rescue district established by an act of the Florida Legislature in 1955 and is governed by Chapter 2000-393, Laws of Florida, as amended, and Chapters 189 and 191, Florida Statutes ("F.S."), and provides fire protection and prevention services and rescue response services to an approximately 234-square mile area in Collier County; and

**WHEREAS**, the Board of Fire Commissioners ("Board") of the District is responsible for the fire prevention, fire protection, and emergency rescue services within the District; and

**WHEREAS**, Section 7 of the District's Charter, found in Section 3 of Chapter 2000-393, Laws of Florida, authorizes the District to assess and collect taxes, assessments, impact fees, and user charges in the manner prescribed by general law or special law; and

**WHEREAS**, Section 191.009(3)(d), Florida Statutes ("F.S."), authorizes the District's Board to provide a reasonable schedule of charges for inspecting structures, plans, and equipment to determine compliance with firesafety codes and standards; and

**WHEREAS**, Chapter 633, F.S., authorizes an independent special fire and control and rescue district to provide a schedule of fees to pay the costs of fire inspections and related administrative expenses; and

**WHEREAS**, Section 633.208, F.S., provides that each independent special fire control and rescue district is required to enforce the Florida Fire Prevention Code, as may be amended; and

**WHEREAS**, specific occupancy classifications are required by law and state and/or federal regulations to comply with a periodic fire and life safety inspections; and



**WHEREAS**, the establishment of a fee schedule for special events will enable the District to educate the public, to enhance public safety, and to enforce the Florida Fire Prevention Code uniformly throughout the District's boundaries.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF FIRE COMMISSIONERS OF THE IMMOKALEE FIRE CONTROL DISTRICT AS FOLLOWS:**

**I. Definitions.** As used herein, the following terms shall have the specified meanings unless another meaning is clearly required by the text.

1. "Property Owner" or "Owner" means the owner of the Premises, including each co-owner of the property, including but not limited to, each tenant in common.

2. "Premise" or "Premises" means any residence, building, structure, apartment, office, condominium, or any other unit thereof.

3. "Responsible Party" means:

- a. each Owner;
- b. each occupant of the Premises who is 18 years or older;
- c. each tenant and subtenant; and
- d. other persons or entities if any that have by written agreement with the owner agreed to be responsible for that Premises.

**II. Schedule of Fees; General Provisions.**

1. The Board approves and adopts the Schedule of Fees, attached hereto as Exhibit A, as those fees charged by the District for performing the services enumerated therein. The Board shall review the Schedule of Fees on an annual basis and will adopt any changes, if needed, by resolution.

2. All existing buildings shall be identified by occupancy classification per the Florida Fire Prevention Code, the District's Amendments to the Florida Fire Protection Code, and Schedules of Inspections for Existing Occupancies and Regulatory License required by the State of Florida. The Schedule of Fees sets forth fair and reasonable sums to be assessed to those who receive the benefits of the fire prevention, fire protection, and rescue services provided by the District. The Schedule of Fees is reasonably related to the cost of providing such services.

3. The District, in its sole discretion, can waive or modify the Schedule of Fees upon a written request from a Responsible Party.

4. The Fire Chief or his/her designee is authorized to take any and all necessary steps for the implementation of this Resolution and the Schedule of Fees. The Fire Chief or his/her designee is hereby delegated the authority to waive or modify the Schedule of Fees upon a written request from a Responsible Party.

5. The failure to pay an invoice within thirty (30) days from the date of inspection may result in further legal action such as the imposition of a lien in accordance with Chapter 191, F.S., and any other applicable laws. All collection costs including accrued late fee services, court fees, and reasonable attorney's fees shall be charged.

### III. Miscellaneous.

1. Enforcement. Enforcement of this Resolution and collection of fines, fees, and charges assessed hereunder may be by civil action, criminal prosecution, and/or any manner authorized by law, including filing liens against the Premises.

2. Joint and Several Liability to Pay Fees and Fines. All fees and/or fines charged under this Resolution shall be an obligation owed jointly and severally by each Responsible Party. Fees and fines shall be paid to the District within the time periods specified in this Resolution, except as may be otherwise ordered by a court of law.

3. Conflict and Severability. In the event that this Resolution conflicts with any other applicable Resolution or Ordinance of the District, or other applicable law, the more restrictive shall apply. If any phrase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

4. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing resolution was offered by Commissioner Brister who moved for its adoption. The motion was seconded by Commissioner Olesky, and the Vote was as follows:

Commissioner Patricia Anne Goodnight



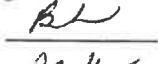
Commissioner Joseph Brister



Commissioner Edward Olesky



Commissioner Bonnie Keen



Commissioner Robert Halman



Duly passed and adopted on this 13th day of December, 2018.

Board of Commissioners of the Immokalee Fire Control District

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

**Exhibit A**  
**Schedule of Fees**

**Special Event Fees**

1. Personnel – Hourly overtime rate per employee hour for each District personnel member assigned to the Special Event, with a minimum billing of two (2) hours per Special Event and, if needed, each additional hour or portion thereof beyond the minimum will be charged as a full hour (not pro-rated) as follows:
  - a. Firefighter/EMT - \$37.45/hour
  - b. Engineer/EMT - \$43.35/hour
  - c. Lieutenant/EMT - \$50.19/hour
  - d. Captain/EMT - \$58.12
  - e. Battalion Chief/EMT - \$70.63
2. Apparatus – For each apparatus required for the Special Event, the FEMA Reimbursement Rates in effect at the time of the Special Event.

**Exhibit A**  
**Schedule of Fees**  
**REVISED OCTOBER 19, 2023**

**Special Event Fees**

1. Personnel – The Hourly Overtime rate is \$70.00 per employee hour for each District personnel member assigned to the Special Event, with a minimum billing of two (2) hours per Special Event and, if needed, each additional hour or portion thereof beyond the minimum will be charged as a full hour (not pro-rated).
2. Apparatus – For each apparatus required for the Special Event, the FEMA Reimbursement Rates in effect at the time of the Special Event.

**3.**

**Adopting of  
Resolution 2021-021  
Establishing 115  
Trust Agreement  
For  
Retiree Healthcare  
Funding Plan**



# Immokalee Fire Control District

## Regular Board Meeting

### Thursday, October 19, 2023

---

**Meeting Date:** October 19, 2023  
**Prepared By:** Chief Financial Officer Becky Bronsdon  
**Date Prepared:** October 2, 2023  
**Subject:** Adoption of Resolution 2023-021 Establishing 115 Trust Agreement for Retiree Healthcare Funding Plan

**Objective:**

Adopt Resolution 2023-021 establishing 115 Trust Agreement for Retiree Healthcare Funding Plan.

**Background Information:**

During the 2023-2024 Budget Hearings, the Board approved the establishment of a post-retirement health funding plan with both employee and employer contributions. For the 2023-2024 fiscal year, only non-bargaining employees will receive an employer (District) contribution because the bargaining unit employees opted for a higher pay increase in lieu of a District contribution to the post-retirement health plan.

Attachment 1 is Resolution 2023-021 establishing the 115 Trust Agreement for Retiree Healthcare Funding. Also attached are the following documents, which are referenced in the Resolution:

1. Specifications of Retiree Healthcare Funding Plan (Attachment 2)
2. 115 Trust Agreement – Retiree Healthcare Funding Plan (Attachment 3)
3. Administrative Services Agreement (Attachment 4)

All of these documents are provided by National Public Pension Fund Association (“NPPFA”), an agency that works exclusively with public employers throughout the Country, with a heavy concentration in first responder employers.

The resolution provided authorizes the Fire Chief and/or his designee to execute the necessary documents.

Changes in employee and employer contributions can be made annually.

The 2023-2024 General Fund Budget contains provision for the District's contribution (which varies by rank) for the non-bargaining unit employees.

**Recommendation:**

Staff recommends the Board adopt Resolution 2023-021 establishing the 115 Trust Agreement for retiree healthcare funding.

**Attachments:**

Attachment 1: Resolution 2023-021

Attachment 2: Specifications of Retiree Healthcare Funding Plan

Attachment 3: 115 Trust Agreement

Attachment 4: Administrative Services Agreement



## **RESOLUTION 2023-021**

### **A RESOLUTION OF THE IMMOKALEE FIRE CONTROL DISTRICT OF COLLIER COUNTY, FLORIDA ESTABLISHING RETIREMENT HEALTHCARE FUNDING PLAN**

**WHEREAS**, The Immokalee Fire Control District is an independent special district, organized as a Fire Control District and is a member of the National Public Pension Fund Association ("NPPFA");

**WHEREAS**, NPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by Governmental Employers for the benefit of their respective employees and beneficiaries;

**WHEREAS**, NPPFA has created for execution a Health and Welfare Document, and the corresponding Specifications;

**WHEREAS**, NPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement, hereto (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement ;

**WHEREAS**, the Immokalee Fire Control District has employees rendering valuable services to the Immokalee Fire Control District and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the Immokalee Fire Control District who are subject to a Collective Bargaining Agreement with the Immokalee Fire Control District (as specified in schedule A of the Specifications) that requires inclusion in the Plan or have been designated as a covered class by the employer (as specified in schedule A of the Specifications), where a member of the Bargaining Unit or not, in order to allow such employees to provide for their retirement security and to serve the interest of the IMMOKALEE FIRE CONTROL DISTRICT retaining competent personnel;

**WHEREAS**, the Immokalee Fire Control District has reviewed the Plan documents including, the investment media via prospectus, and has found the NPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Immokalee Fire Control District and its employees who participate in the Plan and;

**WHEREAS**, the Immokalee Fire Control District is empowered by the laws, rules and regulations of State of Florida to take on its behalf the actions contemplated by this Resolution;

**NOW THEREFORE, BE IT RESOLVED**, that the **IMMOKALEE FIRE CONTROL DISTRICT** hereby adopts the Health and Welfare Document, and the corresponding Trust Agreement, and corresponding Specifications and as may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

**FURTHER RESOLVED**, that the **IMMOKALEE FIRE CONTROL DISTRICT** hereby authorizes the program coordinator to execute the BMI TRS Administrative Service Agreement, including without limitation which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

**FURTHER RESOLVED**, that the Immokalee Fire Control District hereby appoints State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.

**BE IT FURTHER RESOLVED** that the **IMMOKALEE FIRE CONTROL DISTRICT** hereby directs the CHIEF or his/her designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions may assign administrative duties to carry out the Plan to the appropriate departments, and is authorized to execute all necessary agreements incidental to the administration of the Plan.

This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and the Vote was as follows:

Commissioner Patricia Anne Goodnight	_____
Commissioner Joseph Brister	_____
Commissioner Donald Gunthner	_____
Commissioner Bonnie Keen	_____
Commissioner Robert Halman	_____

Duly passed and adopted on this 19th day of October, 2023.

Board of Commissioners of the Immokalee Fire Control District

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

**SPECIFICATIONS  
OF YOUR  
RETIREE HEALTHCARE FUNDING PLAN**

---

**IMMOKALEE FIRE CONTROL DISTRICT**

Effective: 10/19/23

**IMMOKALEE FIRE CONTROL DISTRICT  
RETIREE HEALTH CARE FUNDING PLAN  
SPECIFICATIONS**

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**IMMOKALEE FIRE CONTROL DISTRICT**

**RETIREE HEALTH CARE FUNDING PLAN**

**SPECIFICATIONS**

The undersigned hereby adopts the Immokalee Fire Control District Retiree Healthcare Funding Plan ("Plan") and the Immokalee Fire Control District Retiree Healthcare Funding Trust ("Trust") for the benefit of Eligible Employees, their Dependents and Beneficiaries under the provisions of these specifications. The definitions set forth in the Plan and Trust shall apply herein unless the context requires otherwise.

**1. SPONSORING ENTITY IDENTIFICATION**

Name and Address: Immokalee Fire Control District  
5368 Useppa Dr  
Ave Maria, FL 34142

(a) Contact Person: Becky Brondson  
Phone No.: 239-657-2111  
Email: bbronsdon@immfire.com

(b) Trust Type: Section 115 Plan

(c) Tax Identification No.: 59-2198877

Predecessor Sponsoring Entity: None

**2. PLAN AND TRUST IDENTIFICATION**

(a) Name of Plan: **IMMOKALEE FIRE CONTROL DISTRICT RETIREE HEALTHCARE FUNDING PLAN**

(b) Name of Trust: **IMMOKALEE FIRE CONTROL DISTRICT RETIREE HEALTHCARE FUNDING TRUST**

(c) Collectively Bargained Plan:

**3. DEFINITIONS**

(a) **Plan Administrator.** The Plan Administrator of the Plan shall be **Babbitt Municipalities Inc/ Joel J. Babbitt**.

(b) **Effective Date.** The Effective Date of the Plan is \_\_\_\_\_.

- (c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.
- (d) **Separation of Service.** Any separation of service including furlough or application of FMLA.
- (e) **Plan Year.** The Plan Year shall be the 12-month period commencing on January 1 and ending on December 31.
- (f) **Coverage Period.** The period for which Participant elections, if applicable, are valid under this Plan shall be the calendar year.

#### 4. **ELIGIBILITY REQUIREMENTS**

- (a) **Covered Group Requirement. Entry Date.** An Employee's Entry Date shall be the following date an Employee meets the eligibility requirements.

#### 5. **CONTRIBUTIONS**

**Contributions.** Contributions shall be made pursuant to the collective bargaining and/or agreements covering Employees. (As shown on Exhibit A.)

#### 6. **MEDICAL BENEFITS**

A Participant may be eligible to be reimbursed for the payment of medical benefits (as specified in the Plan) or for the purchase of insurance made available under the Plan.

- (a) Following retirement, a Participant may, as specified in writing by the Trustee, be eligible to be reimbursed for the following benefits as permitted by applicable law:

##### Premiums

- Medicare Part B coverage (or other Medicare premiums)
- Medicare-supplement ("Medigap") insurance
- COBRA continuation coverage
- Other health insurance approved by the Administrator, including any post-retirement medical plan sponsored by the Sponsoring Entity
- Dental coverage
- Vision care coverage
- Prescription drug coverage
- Qualified long-term care insurance

As permitted by the Plan and applicable law, reimbursement of out-of-pocket medical expenses such as deductibles, co-pays, prescription drugs, eyeglasses, dental work, hearing aids, etc.

#### 7. **EARNED BENEFITS AND FORFEITURES**

- (a) **Earning of Benefit Rights.** Benefits shall be earned pursuant to written rules established by the Trustee.

SPONSORING ENTITY

These Specifications and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Sponsoring Entity on 10-19, 2023.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF SPONSORING ENTITY CONTRIBUTIONS**



# 115 TRUST AGREEMENT RETIREE HEALTHCARE FUNDING PLAN

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Immokalee Fire Control District

Effective Date: 10/19/23

**IMMOKALEE FIRE CONTROL DISTRICT  
RETIREE HEALTHCARE FUNDING PLAN**

**115 TRUST AGREEMENT**

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**IMMOKALEE FIRE CONTROL DISTRICT  
RETIREE HEALTHCARE FUNDING**

**115 TRUST AGREEMENT**

THIS AGREEMENT is hereby established by Immokalee Fire Control District

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Immokalee Fire Control District has previously or concurrently adopted the Immokalee Fire Control District Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

**ARTICLE I**

**TRUST AND TRUST FUND**

**1.1 NAME OF TRUST**

This Trust shall be entitled Immokalee Fire Control District Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

## 1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

## 1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

# ARTICLE II

## PLAN

### 2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

# ARTICLE III

## ADMINISTRATOR

### 3.1 APPOINTMENT OF ADMINISTRATOR

**Babbitt Municipalities, Inc.** is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

### 3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

### 3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

## ARTICLE IV

### CONTRIBUTIONS

#### 4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

## ARTICLE V

### TRUSTEE

#### 5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

## 5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

### 5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;



- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);
- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

#### 5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

#### 5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

#### 5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

#### 5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

#### 5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they

were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

## 5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

## 5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
  - (1) statement of the assets and liabilities of the Plan;
  - (2) statement of changes in net assets available to the Plan;

- (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

#### 5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the

estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

## **ARTICLE VI**

### **AMENDMENT, TERMINATION AND MERGERS**

#### **6.1 AMENDMENT**

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

#### **6.2 TERMINATION OF TRUST BY PARTY(S)**

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

#### **6.3 MERGER, CONSOLIDATION OR TRANSFER**

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the

requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

#### 6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

### ARTICLE VII

#### MISCELLANEOUS

##### 7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

##### 7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

##### 7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person,

nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

#### 7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Florida of the Trustee.

#### 7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

#### 7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

## 7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

## 7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

## 7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

## 7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.



## 7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

## 7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

## 7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

**ARTICLE VIII**

**EXECUTION**

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(a) Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) between BABBITT MUNICIPALITIES, INC, CHICAGO, IL (“BMI”) and IMMOKALEE FIRE CONTROL DISTRICT (the “Sponsoring Entity”) sets forth the basis on which BMI agrees to provide certain services with respect to the Sponsoring Entity's employee benefit plan known as the Immokalee Fire Control District Retirement Healthcare Funding Plan (RHFP) Plan (the “Plan”).

### PURPOSE

The Plan provides for the payment of various health and welfare expenses for eligible employees of the Sponsoring Entity. The Sponsoring Entity desires that BMI provide certain services relating to the Plan. Accordingly, the Sponsoring Entity and BMI now wish to enter into an agreement to provide for these services, as set forth in this Agreement.

### ARTICLE I

#### RESPONSIBILITIES OF THE SPONSORING ENTITY

The Sponsoring Entity has the responsibilities and duties outlined in this Article I below:

- 1.01 Interpret the Plan and Determine Participant Eligibility and Benefit Entitlement.** As Plan Sponsor and Plan Administrator, the Sponsoring Entity possesses the ultimate authority to interpret the Plan for decisions involving eligibility for Plan participation, termination of Plan participation, and the calculation and payment of benefits to Plan participants. Nevertheless, the Sponsoring Entity will not direct BMI to take any action that would violate federal or state laws.
- 1.02 Fund Plan Benefits and Pay Plan Expenses.** The Sponsoring Entity is solely responsible for the funding of benefits under the Plan. Ordinary Plan expenses shall be paid from the administration fee and investment contract funds. Extraordinary expenses such as fees of legal counsel, actuaries, accountants, trustees, auditors, health consultants, or other professionals appointed by the Sponsoring Entity or required in connection with the Plan shall be paid by the party that incurs the expense.
- 1.03 Control Plan Assets.** The Sponsoring Entity has complete authority regarding the investment, management, and use of Plan assets, and BMI neither has nor is deemed to exercise any authority, control, or discretion over Plan assets.
- 1.04 Amend and Terminate the Plan.** The Sponsoring Entity has complete discretion for all decisions involving the establishment, amendment, and termination of the Plan.

- 1.05 Fulfill Legal Obligations of the Plan.** The Sponsoring Entity possesses the ultimate authority and responsibility for the Plan's compliance with and all applicable laws and regulations. Depending on the terms agreed to by the parties, BMI may assist in preparing filing reports and performing discrimination testing. See Section 2.13 to determine whether or not BMI will provide such services.
- 1.06 Appoint Necessary Advisors.** The Sponsoring, Employer, BMI or the Plan may appoint necessary advisors, whether individuals or entities, to assist in the administration of the Plan. This may include legal counsel, actuaries, accountants, auditors, health consultants, and other professionals required by the Sponsoring Employer, the Plan or BMI. The entity that incurs the expense will pay the expenses associated with these appointments if not mutually agreed to on a prior basis. BMI will consult with the Sponsoring Employer whether such expenses are extraordinary Plan Expenses under Section 1.02, prior to incursion.

## ARTICLE II

### RESPONSIBILITIES OF BMI

BMI has the responsibilities and duties outlined in this Article II below:

- 2.01 Provide Certain Plan-Related Documents.** BMI will provide the following documents relating to the Plan for the Sponsoring Entity's review and approval:
- RHFP Plan Document (Welfare Benefit Plan)
  - RHFP Trust Agreement
  - Specifications
- 2.02 Establish Trust and Help Select Trustee.** BMI will assist the Sponsoring Entity in selecting a trustee for the trust.
- 2.03 Arrange for Insurance Coverage That is Selected by Sponsoring Entity.** BMI will assist the Sponsoring Entity in performing the administrative tasks necessary to identify and procure the insurance coverages, if any, that will be offered under the Plan.
- 2.04 Coordinate With Service Providers.** BMI will coordinate the Plan's interactions with the various providers of services and products, including trustees, record keepers, investment advisors, product vendors, and legal, accounting, actuarial, and other service providers as necessary to carry out its duties and responsibilities under this Agreement.
- 2.05 Coordinate Enrollment Meetings and Participant Communications.** BMI will organize and coordinate enrollment meetings with Sponsoring Entity's employees. BMI will also coordinate communication between such employees and the Plan.
- 2.06 Evaluate Claims for Benefits.** BMI will review and evaluate all benefit claims submitted by participants, in accordance with the terms of the Plan. When BMI deems that further evaluation of a benefit claim is necessary, BMI may recommend that the

Sponsoring Entity engage the services of legal counsel, actuaries, accountants, auditors, health consultants or other professionals at Sponsoring Entity's cost.

- 2.07 Process Payments.** At the direction of the Sponsoring Entity, BMI will prepare payment from the trust to the provider or insurance issuer for claims payable under the Plan.
- 2.08 Maintain Relevant Records: Make Records Available for Inspection.** BMI will maintain reasonable records regarding its administration of the Plan. BMI will ensure that the Sponsoring Entity may, if it so desires, periodically inspect all relevant records relating to the administration of the Plan. Such inspections may be done at a mutually agreeable time for the parties.
- 2.09 Accuracy of Information.** The Sponsoring Entity understands and agrees that in order for BMI to fulfill its duties under the Agreement, BMI will need to rely on the oral and written statements of the Sponsoring Entity, officers, directors, employees, and agents of the Sponsoring Entity, Plan participants, Plan advisors, and Plan service providers. BMI is not responsible for verifying the accuracy of such information. The Sponsoring Entity agrees to hold harmless BMI for any loss or damage to the Plan or the Sponsoring Entity resulting from BMI's good faith reliance on such information.
- 2.10 Provide Quarterly Reports.** BMI will submit to the Sponsoring Entity a quarterly accounting of all payments made from the Plan's trust.
- 2.11 Assist With Plan Amendments.** BMI will provide advice to the Sponsoring Entity on possible revisions to the Plan's terms and benefits, and will assist in preparing any such amendments elected by the Sponsoring Entity.
- 2.12 Maintain Confidentiality.** BMI will comply with the HIPAA Privacy Rules and keep confidential all individually identifiable personal health information relating to Plan participants. BMI will not disclose such personal information, except as required by law or as necessary for the administration of the Plan. If the Sponsoring Entity is deemed to be a covered entity under HIPAA, then BMI will execute a business associate agreement with the Sponsoring Entity.
- 2.13 Outsource Certain Tasks.** BMI may utilize the services of any outside professional in performing of its responsibilities under the agreement. BMI bears the same responsibility for any services rendered by an outside professional on behalf of the Plan as BMI would if BMI had rendered the services itself.
- 2.14 Express Limitations on Responsibilities of BMI.** Except for the duties and responsibilities expressly set forth in this Agreement, BMI does not assume any other obligations related to the Plan or the Sponsoring Entity. This limitation on the responsibilities of BMI includes, but is not limited to, the following
- a. BMI does not have any discretionary authority or control over the design, management, or operation of the Plan and is neither a sponsor nor a fiduciary under the Plan. BMI may assist the Sponsoring Entity with, but does not assume

responsibility for, operating the Plan in compliance with applicable state and federal laws and regulations.

- b. BMI is not a trustee of the Plan.
- c. BMI does not and will not render investment advice to the Plan.
- d. Except as directed by the Sponsoring Entity, BMI does not have access to Plan assets and BMI is not responsible for verifying the existence of Plan assets.
- e. BMI does not pay benefits, provide insurance for benefits or control the circumstances under which an excess loss insurer will provide insurance for benefits.

### ARTICLE III

#### FEES FOR SERVICES

- 3.01 Fee Schedule.** There are no fees paid by the Sponsoring Entity.

### ARTICLE IV

#### EFFECTIVE DATES OF AGREEMENT

- 4.01 Effective Date/Term.** This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.
- 4.02 Year to Year Renewal.** This Agreement will automatically be renewed for one year periods unless terminated by BMI or the Sponsoring Entity upon written notice of not less than sixty (60) days prior to the end of the current expiration date.
- 4.03 Termination of Agreement by Either Party Without Cause.** This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice to the other party.
- 4.04 Termination of Agreement by Either Party with Cause.** This Agreement may also be terminated by either party with 14 days written notice, if either party fails to materially comply with the terms of this Agreement, has engaged in any illegal activity or a petition under bankruptcy laws is filed by or against the Sponsoring Entity or BMI. Parties will have 14 days to correct a breach upon notification prior to termination. An extension of this period of not more than 14 days may be allowed if the breach cannot be reasonably cured with the 14 days provided agreed upon by both parties.

## ARTICLE V

### LIABILITY AND INDEMNITY

**5.01 Limitation on Liability.** BMI does not insure nor underwrite the liability of the Sponsoring Entity under the Plan. The Sponsoring Entity retains the ultimate responsibility for all claims made under the Plan and all expenses incident to the Plan, except as specifically assumed in this Agreement by BMI.

**5.02 Gross Indemnification.** The Sponsoring Entity agrees to indemnify and hold harmless BMI and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of BMI or any of its directors, officers, agents or employees.

BMI agrees to indemnify and hold harmless the Sponsoring Entity and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of the Sponsoring Entity or any of its directors, officers, agents or employees.

**5.03 Proof of Insurance.** BMI will provide to the Sponsoring Entity Proof of Liability Insurance and Errors and Omissions coverage on an annual basis.

## ARTICLE VI

### MISCELLANEOUS

**6.01 Headings.** The section headings used throughout the Agreement are for convenience of reference only, and will not be construed to explain or modify the construction or meaning of the Agreement.

**6.02 Severability.** In the event that any portion of this Agreement is invalidated by a court of competent jurisdiction, the remainder of the Agreement will be given effect to the maximum extent possible.

**6.03 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior negotiations are merged into this Agreement. No oral agreements or understanding will be binding on either of the parties.

- 6.05 **Applicable Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Illinois.
- 6.06 **No Third Party Beneficiaries.** Only parties to this Agreement shall gain any rights to enforce any provision of this Agreement.
- 6.07 **Non-Assignment.** This Agreement is binding on the parties' legal successors and heirs. This Agreement may not be assigned by either party without the prior written approval of an officer of the other party.
- 6.08 **Revisions to the Agreement.** This Agreement may be revised at any time by written agreement signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**FOR THE SPONSORING ENTITY:**

**FOR BMI:**

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



# **4.**

## **Approval of Purchase:**

- 1. Transit Cargo Van for  
New Logistics Officer**
- 2. Ford Expedition for  
New Div Chief of Ops**
- 3. Ford F-250 for New  
Div Chief of Training  
from  
Impact Fee Fund**



# Immokalee Fire Control District

## Regular Board Meeting

### Thursday, October 19, 2023

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**Meeting Date:** October 19, 2023  
**Prepared By:** Chief Financial Officer Becky Bronsdon  
**Date Prepared:** October 2, 2023  
**Subject:** Approval of Purchase of Transit Cargo Van (New Logistics Officer), Ford Expedition (New Division Chief of Operations) and F-250 (New Division Chief of Training)

**Objective:**

Approve purchases of vehicles for new Logistics Officer, new Division Chief of Operations and new Division Chief of Training.

**Background Information:**

During the 2023-2024 Budget Hearings, the Board approved three new positions (in addition to 3 new firefighter positions) - a Logistics Officer, a Division Chief of Operations and a Division Chief of Training. Each of those positions require a vehicle.

Due to the supply chain shortages, it is necessary to get Board approval for the purchase many months in advance of the arrival of a vehicle. The cost information provided for the transit cargo van and the F-250 are estimated costs for vehicles at retail prices. Our cost should be less, but due to timing issues, we need Board approval to make the purchases.

All three of these vehicles are for new positions required because of the growth in the District and therefore impact fees can be used to the fund the purchases.

**Recommendation:**

Staff recommends the Board approve the purchase of a transit cargo van, a Ford Expedition and a Ford F-250, all funded by impact fees.

**Attachments:**

Attachment 1: Retail Cost of 2023 Transit Van  
Attachment 2: Garber Fleet Sales Proposal Ford Expedition  
Attachment 3: Retail Cost of F-250

### Attachment 1

Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



## 2023 Transit

### CARGO VAN

#### PAINT <sup>S4</sup>

#### COLOR

Race Red

#### SUMMARY

# \$64,260

ESTIMATED NET PRICE <sup>S5</sup>

# \$1,146

PER MONTH FOR 60 MONTH FINANCE <sup>S6</sup>

Custom Order Explained

**IMMOKALEE FIRE**



Unit Description

Prepared for:

Prepared by:

9/25/2023

IMMOKALEE FIRE  
 ATTN: CHIEF JOSHUA BAUER  
[JBAUER@IMMFIRE.COM](mailto:JBAUER@IMMFIRE.COM)  
 239.657.1601

**Garber Chevrolet Buick GMC**

Todd Brandt  
 (904) 264-2442 ext.2348 FAX: (904) 284-0054  
 3340 Hwy 17 Green Cove Springs Fl, 32043  
[tbrandt@garberautomall.com](mailto:tbrandt@garberautomall.com)

		Base Price		
U1G	2024 FORD EXPEDITION XL, 4X4, U1G			\$53,685.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
U1J	UPGRADE TO XLT MODEL 4X4, U1J	5035		\$4,954.00
202A	UPGRADE TO 202A XLT PACKAGE	3795		\$3,719.00
998	3.5L ECOBOOST ENGINE	Included		\$0.00
44U	10-SPEED AUTOMATIC TRANSMISSION	Included		\$0.00
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE	Included		\$0.00
VH	BLACK ONYX ACTIVE X SEATING	Included		\$0.00
50T	SPECIAL EDITION PACKAGE INCLUDING SECOND ROW CHAIRS	2745	(54.9)	\$2,690.10
536	HEAVY DUTY TRAILER TOWING PACKAGE	995	(19.9)	\$975.10
47C	FLOOR LINERS W/OUT CARPET	160	(3.2)	\$156.80
KW5	Alternator, 220 amps	150	(3.0)	\$147.00
62E	CONTROLTRAC W/ 3.73 ELECTRONIC LIMITED SLIP AXLE	1500	(30.0)	\$1,470.00
153	FRONT LICENSE PLATE BRACKET	Included		\$0.00
				\$0.00
				\$0.00
				\$0.00
TTAG	Temporary Tag	6		\$6.00
DEL	Delivery	Included		\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 67,803.00</b>

Div. Chief of Ops.

Dw ch Trg



CNGP530

VEHICLE ORDER CONFIRMATION

07/26/23 09:27:34

=>

Dealer: F24755

2024 F-SERIES SD

Page: 1 of 2

Order No: 6478 Priority: L1 Ord FIN: QE065 Order Type: 5B Price Level: 415

Ord PEP: 603A Cust/Flt Name: FL PO Number:

RETAIL

RETAIL

W2B	F250 4X4 CREW/C	\$55510		.BLK ALUM WHL 18	
	160" WHEELBASE			.LED BOX LIGHT	
D4	RAPID RED	495		17P XLT PREM PKG	4150
2	CLTH 40/CNSL/40	300		.HD SAT DIGITAL	
S	MED DARK SLATE			.PWRSCOPE TT MIR	
603A	PREF EQUIP PKG			.B&O SOUND SYSTM	
	.XLT TRIM			.BLTS	
99N	.7.3L DEV V8 ENG	NC		.PAYLOAD UPGRADE	
44G	10-SPD AUTOMATC	NC			
X3E	3.73 ELOCKING	430		TOTAL BASE AND OPTIONS	69485
	JOB #1 BUILD			TOTAL	69485
	FLEET SPCL ADJ	NC		*THIS IS NOT AN INVOICE*	
17K	SPORT APPEAR PK	2955		* MORE ORDER INFO NEXT PAGE *	
	.LT275/70BSWAT18			F8=Next	
	.PLAT RUNNING BD			F3/F12=Veh Ord Menu	

TOTAL BASE AND OPTIONS 69485

TOTAL 69485

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QD04886

V1DP0065

Trg. Chief

**End of Document**