

# **FORT MYERS BEACH FIRE CONTROL DISTRICT**

**FEBRUARY 7, 2017**

**BOARD OF FIRE COMMISSIONERS  
WORK SESSION AND MEETING**



# **MATERIALS**



ESTABLISHED 1949

**BOARD OF  
FIRE COMMISSIONERS**

CAROL MORRIS  
CHAIR

THEODORE R. SCHINDLER II  
VICE-CHAIR

BOB RAYMOND  
SECRETARY/TREASURER

RON FLEMING  
FIRE COMMISSIONER

LARRY WOOD  
FIRE COMMISSIONER

**FIRE CHIEF**  
MATTHEW R. LOVE

# FORT MYERS BEACH FIRE CONTROL DISTRICT

## BOARD OF FIRE COMMISSIONERS WORK SESSION & MEETING

### AGENDA

**FEBRUARY 7, 2017**

**10:00 AM**

3043 ESTERO BLVD., STATION 31 TRAINING ROOM FORT MYERS BEACH, FL 33931

1. Meeting Called to Order
2. Pledge of Allegiance
3. Adoption of Agenda [Discussion/Approval]
4. Approval of January 24, 2017 Work Session Meeting/Regular Meeting Minutes [Discussion/Approval]
5. Restate Agenda Items [Information]
6. Public Input on Agenda Items
7. Old Business
  - A. Long-Term Facility Planning Update [Information]
  - B. Compensation Assessment Planning [Information/Discussion]
  - C. Board Retreat Update [Information/Discussion]
  - D. Organization Core Elements & Branding Update [Information]
8. New Business
  - A. Firefighter Cancer Support Network Presentation [Information]
  - B. Fire Chief Annual Evaluation Process [Information/Discussion]
  - C. Residential Knox Box Memorandum of Understanding [Information/Discussion]
  - D. Fire Ordinance Update [Information/Discussion]
  - E. Turnover, Recruitment, Retention, and Staffing Levels [Information/Discussion]
9. Reports from IAFF Union Representatives Districts 3 and 15 [Information]
10. Commissioners Remarks [Information]
11. Public Input
12. Adjournment

MINUTES  
WORK SESSION MEETING & REGULAR MEETING OF THE  
FORT MYERS BEACH BOARD OF FIRE COMMISSIONERS  
TIME: 9:00 AM  
DATE: January 24, 2017  
PLACE: 3043 Estero Boulevard, Station 31 – Training Room  
Fort Myers Beach, Florida 33931

IN ATTENDANCE: Chairwoman Morris, Vice-Chairman Schindler, Sec./Treasurer Raymond, Commissioner Fleming, Commissioner Wood, Fire Chief Matthew Love, District members and members of the public.

**1. Meeting Called to Order**

**2. Pledge of Allegiance**

**3. Adoption of Agenda**

Chairwoman Morris called for a motion to adopt the agenda. Chief Love requested to add 11D – COPCN Approval under “new business”. Sec./Treasurer Raymond made a motion to adopt the amended agenda. Commissioner Fleming seconded. Motion approved unanimously 5 – 0.

**4. December 20, 2016 Regular Meeting Minutes [Discussion/Approval]**

Chairwoman Morris called for a motion to approve the December 20, 2016 meeting minutes. Vice-Chairman Schindler made a motion to approve the December 20, 2016 meeting minutes. Commissioner Fleming seconded. Motion approved unanimously 5 – 0.

**5. Treasurer’s Report**

Chairwoman Morris requested Sec./Treasurer Raymond to read the Treasurer’s report for December 2016.

Sec./Treasurer Raymond reviewed the summary of bank and investment account activities for month ending December 31, 2016.

- A. December 31, 2016 Department Checks #42561 through #42639 for a total of \$208,886.98. [Discussion/Approval]

Chairwoman Morris called for a motion to approve the December, 2016 Treasurer’s report. Commissioner Fleming made a motion to approve the department checks for December, 2016. Vice-Chairman Schindler seconded. Motion approved unanimously 5 – 0.

**6. Chiefs Report [Information]**

Chief Love highlighted items on the Chief’s report, as well as:

- Retirement recognition for Tom May and JP Duncan at the February 21<sup>st</sup> Board meeting.
- FASD handout passed out regarding June conference.
- FASD meeting in Lehigh.

- Fresh Market event inspection discussion.
- Statistical data report discussion. (annual vs. calendar report)

**7. Attorney Report [Information]**

Chairwoman Morris gave an update regarding the White case.

**8. Restate Agenda Items [Information]**

**9. Public Input – Agenda Items Only**

None

**10. Old Business**

A. Commissioner Retreat Update [Information/Discussion]

Chief Love presented the different options for the Board retreat. The Board discussed the options and chose to go with presentations from Greater Naples Fire. Staff will work to solidify the event and provide further details.

B. Board of Fire Commissioners Policy Manual [Information/Discussion]

Chairwoman Morris reviewed the list of information for creating and updating the Board’s policies. Chief Love will put the suggested information into a draft form for the Board to review and discuss.

Chief Love suggested that the Board table items 10C and 11C due to time constraints. Vice-Chairman Schindler made a motion to table item 10C. Commissioner Wood seconded. Vice-Chairman Schindler made a motion to table item 11C. Commissioner Fleming seconded.  
Motion approved unanimously 5 – 0.

C. Long-Term Facility Planning Update [Information] - TABELED

**11. New Business**

A. Updated Job Description & Pay Schedule Approval [Discussion/Approval]

Chief Love and the Board discussed each position change in detail. Chairwoman Morris called for a motion to approve the updated job descriptions and pay schedule presented. Commissioner Wood made the motion. Vice-Chairman Schindler seconded.  
Motion approved unanimously 5 – 0.

B. Audit Committee Report and Recommendation [Discussion/Approval]

Commissioner Wood gave a report regarding the audit committee bid process. Commissioner Wood stated that the audit committee recommends that Tuscan remain the District’s auditor for one more year and then to use Ashley Brown & Company for the next three years subject to successfully negotiating the rate. Chairwoman Morris made a motion to have Tuscan remain as the auditor for one more year and for the audit committee to engage with negotiating a contract with Ashley Brown & Company for next year. Vice-Chairman Schindler seconded.  
Motion approved unanimously 5 – 0.

C. Compensation Assessment Planning [Information/Discussion] – TABELED

D. COPCN Approval [Information/Approval]

Chief Love explained that the COPCN is due for renewal. Chairwoman Morris called for a motion to approve the COPCN. Vice-Chairman Schindler made a motion to approve. Commissioner Wood seconded.

Motion approved unanimously 5 – 0.

**12. Reports from Union Representatives Districts 3 and 15**

None

**13. Remarks of Commissioners**

Commissioner Fleming stated that Scott Baker from the Town of Fort Myers Beach wanted him to pass on to the Chief Love that he was impressed with our service.

Commissioner Wood stated that he appreciates the time and organization of the meetings.

Chairwoman Morris mentioned a water rescue team called the “Sea Rats” and stated that she is looking for more information regarding this group.

**14. Public Input**

Fort Myers Beach resident John Pohland asked for District information regarding the White hearing, Board retreat, and negotiations.

**15. Adjournment**

Meeting adjourned at 1:03 pm.

**FORT MYERS BEACH  
FIRE CONTROL DISTRICT**

**BOARD OF FIRE COMMISSIONERS  
WORK SESSION MEETING**

**NEW BUSINESS  
MATERIALS**



# FORT MYERS BEACH FIRE CONTROL DISTRICT

## BOARD OF FIRE COMMISSIONERS MEETING

### “Blue Sheet” AGENDA ITEM INFORMATION

**AGENDA CATEGORY:** New Business  
**AGENDA ITEM:** [Fire Chief Evaluation Process](#)  
**SUBJECT:** Preparation for upcoming annual Fire Chief evaluation  
**OTHER:** N/A

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#### **ACTION** [Information/Discussion](#)

**PURPOSE**  
Provide information and documentation to the Board in preparation for the Fire Chief’s annual evaluation.

**HISTORY**  
Per the Fire Chief employment agreement which commenced on March 21, 2016, *“The Fire Chief shall be reviewed by the District’s Board of Commissioners on annual basis, at least one (1) month prior to the anniversary date of this agreement. At the conclusion of the annual review, if the Fire Chief’s performance exceeds the satisfactory level, he will be eligible for an annual monetary salary increase, tied to performance, as determined by the District Board of Commissioners.”*

To achieve the completion of the evaluation prior to the one (1) month anniversary date, the Board of Fire Commissioners are being provided with the “Chief Performance Appraisal Form” and “Fire Chief Job Description” at the February 7<sup>th</sup> meeting.

**RECOMMENDATION**  
**Following this meeting, Commissioners are encouraged to complete the Chief Performance Appraisal Form, and meet with the Fire Chief to provide personal evaluation comments.**

**This will allow the Commissioner group to submit the completed appraisals by the February 21<sup>st</sup> Commissioner meeting, which is one (1) month prior to the anniversary date.**

# FORT MYERS BEACH FIRE CONTROL DISTRICT PERFORMANCE APPRAISAL OF THE FIRE CHIEF

Appraisal Period: \_\_\_\_\_  
(Last Appraisal): \_\_\_\_\_

## RATING INSTRUCTIONS FOR COMMISSIONERS

For the relevant Appraisal Period (*see* above), carefully evaluate the Fire Chief's work performance in each of the ten (10) categories, taking into consideration the job functions, duties and responsibilities described in each category. Each category is weighted the same.

Each category *has* a rating scale between one (1) and five (5), as reflected in the chart below:

- |                             |  |
|-----------------------------|--|
| <b>1- Unsatisfactory</b>    | <i>(consistently falls below expectations)</i>                 |
| <b>2- Needs Improvement</b> | <i>(usually meets, but sometimes falls below expectations)</i> |
| <b>3- Satisfactory</b>      | <i>(meets and sometimes exceeds expectations)</i>              |
| <b>4- Very Good</b>         | <i>(usually exceeds expectations)</i>                          |
| <b>5- Outstanding</b>       | <i>(significantly exceeds expectations)</i>                    |

Comments on performance in any of the categories and/or the Fire Chiefs overall performance are encouraged and may be made at the end of each category and/or at the end of the Appraisal form. **Specific comments are required for any category that receives a rating of either one (1) or five (5). Use and attach additional sheets, if necessary.**

### CATEGORY ONE: Financial Management

Apprises the Board of the ongoing financial condition and operational budget of the District and its future needs. Oversees the preparation and submission of a preliminary or proposed budget, and oversees its administration upon adoption. Supervises the purchasing of items not specifically covered in the regular budget and requests approval from the Board for the purchase of any such items in accordance with Board policy and resolution. Oversees and develops equipment and apparatus bid specifications.

**Rating (1-5)** \_\_\_\_\_



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**CATEGORY TWO: Personnel Management**

Oversees the District's Human Resources and personnel functions relating to recruiting, hiring, promoting, disciplining, terminating, training and development. Maintains trained personnel, advises on and oversees career development choices, provides technical support and guidance in staff work activities, evaluates assigned personnel for efficiency and effectiveness, and maintains appropriate personnel records *as* required. Conducts internal meetings, prepares and presents agenda topic items and establishes educational training programs for the District staff. Establishes department organization structure and assignment of personnel, equipment, station locations and ensures safe and efficient operations and maintenance of all assigned equipment, vehicle apparatus, and facilities. Consults with the Board and legal counsel regarding labor relations and collective bargaining agreements. Serves as the chief negotiator on behalf of the District in collective bargaining. Oversees the administration of all collective bargaining agreements covering District personnel.

**Rating (1-5)** \_\_\_\_\_

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**CATEGORY THREE: Community Relations**

Represents the District to the general public and media, makes speeches and presentations consistent with good community District relations, attends and participates in workshops, seminars, conferences, committee meetings and public safety hearings. As the District's principal spokesperson, responds to public inquiries, community needs and interests, provides assistance, safety information and educational programs to the public and refers the public to appropriate information source. Ensures positive relationships with area schools, offers informational presentations and provides assistance to properly instruct all students and faculty in the appropriate actions to take in the event of a fire or natural disaster.

**Rating (1-5)** \_\_\_\_\_

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**CATEGORY FOUR: Strategic Planning**

Establishes a five (5) year plan based on short and long range plans, with updates reported annually. Provides an annual progress report, by February 1st of each year, concerning any updates to Comprehensive Plan.

Rating (1-5)\_\_\_\_\_

**CATEGORY FIVE: Leadership**

Serves as chief administrative officer of the District and responsible to the District Board of Fire Commissioners for proper administration of all affairs of the District, participates, as needed, in firefighting, fire prevention and ICS disaster management activities. Takes command of any fire and/or emergency situation, and makes department decisions as required by circumstances or need.

Rating (1-5)\_\_\_\_\_

**CATEGORY SIX: Governmental Relations**

Establishes and maintains an effective working relationship with state, county and municipal agencies and officials.

Rating (1-5)\_\_\_\_\_

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**CATEGORY SEVEN: Relationship with Board**

Periodically appraises the Board of District activities and operations. Assists the Board in the preparation of agenda topics for monthly Board meetings. Suggests to the Board matters for adoption by the Board, as the Chief deems necessary or expedient. Provides technical advice to the Board as needed. Performs other job-related duties as required by the Board.

**Rating (1-5)**\_\_\_\_\_

**CATEGORY EIGHT: Regulatory Compliance**

Ensures District compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and resolutions and policies adopted by the Board of Fire Commissioners. Oversees the prevention, enforcement and inspection aspects of the Fire District, including a timely inspection program of commercial buildings, multiple families residential, and other properties for fire hazard and conformance with life safety codes and ordinances and state statutes. Ensures compliance with departmental record keeping and reporting functions and requirements.

**Rating (1-5)**\_\_\_\_\_

**CATEGORY NINE: Job and Industry Knowledge**

Thorough knowledge of the operation and maintenance of a fire and EMS system. Thorough knowledge of recent developments, techniques, policies and procedures regarding all aspects of fire rescue delivery. Knowledge of modern management principals and their application in government affairs.

**Rating (1-5)**\_\_\_\_\_

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**CATEGORY TEN: Disaster and Emergency Planning and Management**

Organizes, manages, controls and directs all activities of the Fire Control District, including emergency preparedness, disaster planning and hazard mitigation. Establishes policies, procedures, and practices necessary for efficient, effective and timely service delivery, adopting the National average response time of 4-6 minutes.

**Rating (1-5)**\_\_\_\_\_

**TOTAL RATING**

(Maximum rating of 50)

**AVERAGE RATING**

(Total rating divided by number of categories rated)

**COMMISSIONER COMMENTS:**

**GOALS/OBJECTIVES FOR NEXT APPRAISAL PERIOD:**

**COMMISSIONER COMPLETING  
EVALUATION:**

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(Signature)

(Date)

**FIRE CHIEF COMMENTS:**

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My signature indicates that I have been provided a copy of the completed Performance Appraisal and that it has been discussed with me, but does not necessarily imply agreement or disagreement with the contents of the Performance Appraisal. I understand that a copy of the Performance Appraisal will be placed in my personnel file.

**FIRE CHIEF:**

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(Signature)

(Date)

## FIRE CHIEF

Ft. Myers Beach Fire Control District, Lee County, Florida

The individual serving as the fire chief for the district serves as the chief executive officer for the organization and reports directly to the elected Board of Fire Commissioners. The position is exempt under the provisions of the Fair Labor Standards Act.

PREPARED (APPROVED) BY: FMBFCD Board of Commissioners DATE: 09/01/2015

### SUMMARY DESCRIPTION

The Fire Chief is appointed by the Board of Fire Commissioners and may or may not have an employment contract. The Fire Chief provides leadership and administrative direction to district personnel and activities. He / she is the individual responsible for ensuring that the district is operated in accordance with all applicable laws and regulations. The Fire Chief serves as the spokesperson for the district and represents the district in a wide variety of roles and responsibilities within the community.

### I. ESSENTIAL DUTIES AND TASKS

To perform this job successfully an individual must be able to perform each essential duty and task satisfactorily. Reasonable accommodation may be made to enable individuals who have disability challenges to perform the essential job functions.

#### DUTY A: LEAD ORGANIZATION

- |     |  |      |  |
|-----|--|------|--|
| A-1 | Voice of Organization, e.g. Community Outreach, Ambassador, etc. | A-7  | Establish & Maintain Transparency, e.g. Internally & Externally    |
| A-2 | Develop & Communicate Organization's Vision, Mission & Goals     | A-8  | Maintain Open & Consistent Communications                          |
| A-3 | Develop Strategic Plan, e.g. Short-term & Long-term              | A-9  | Set Good Example   |
| A-4 | Administer Succession Plan                                       | A-10 | Instill Pride & Ownership  |
| A-5 | Delegate & Empower Authority                                     | A-11 | Create & Foster Positive Culture                                   |
| A-6 | Develop Personnel  | A-12 | Demonstrate Authority & Command Presence                           |
|     |  | A-13 | Promote & Maintain Personal & Professional Ethics, Morals & Values |

#### DUTY B: DIRECT DISTRICT OPERATIONS

- |     |  |      |  |
|-----|--|------|--|
| B-1 | Possess Knowledge of Operational Functions, e.g. Organization, EMS, Fire, Training, etc.                                       | B-6  | Advocate for Model Code Development                      |
| B-2 | Ensure Excellence in Customer Service, e.g. Patient Care, Public Information, Fire Protection, Business & Private Sector, etc. | B-7  | Establish Staffing                                       |
| B-3 | Establish Operations Procedures/Guidelines   | B-8  | Delegate Operational Authority                           |
| B-4 | Oversee Implementation of Operational Functions  | B-9  | Maintain Proficiency Levels                              |
| B-5 | Create Safety Culture, e.g. Life Safety Initiatives  | B-10 | Evaluate & Modify Operational Functions, as needed       |
|     |  | B-11 | Interact with Legal Counsel, as needed, e.g. Labor, etc. |
|     |  | B-12 | Oversee District Technology Systems & Equipment          |

**DUTY C: MANAGE PERSONNEL**

- |   |  |
|---|--|
| C-1 Possess Knowledge of Labor Laws, e.g. FF Bill of Rights, FLSA, EEOC, PERC, etc.             | C-5 Possess Working Knowledge of CBA               |
| C-2 Responsible for All Personnel Actions, e.g. Hires, Promotions, Demotions Terminations, etc. | C-6 Promote Positive Labor Relations               |
| C-3 Ensure Accountability of Direct Reports   | C-7 Serve as Chief Negotiator                      |
| C-4 Oversee, Direct & Implement Rules & Regulations   | C-8 Participate in Arbitration/Mediation Process   |
|   | C-9 Review All Disciplinary Actions                |
|   | C-10 Perform Evaluations of Direct Reports         |
|   | C-11 Responsible for Recognition & Reward Programs |

**DUTY D – ADMINISTER RISK MANAGEMENT**

- |  |   |
|--|---|
| D-1 Support CRA  | D-8 Ensure Security of Protected District Data, e.g. Patient Information, HIPAA, Medical, Personal, etc.                            |
| D-2 Guide Community Wide Risk Reduction  | D-9 Ensure Compliance with Records Management Standards   |
| D-3 Direct Fire Prevention, e.g. Construction, Inspection, FF Safety, etc.         | D-10 Ensure Cyber-Security  |
| D-4 Promote Community Education, e.g. AED, Fire Extinguisher, CPR, First Aid, etc. | D-11 Negotiate & Oversee Insurance Plans, e.g. Commercial, Health/Life, Worker’s Compensation, Liability, Vehicles, Personnel, etc. |
| D-5 Build Resilient Community, e.g. CERT, Mitigation, Preparedness, etc.           |   |
| D-6 Strive for Superior PPC Rating   |   |
| D-7 Review & Respond to Safety Committee Recommendations                           |   |

**DUTY E – OVERSEE DISTRICT FINANCES**

- |   |   |
|---|---|
| E-1 Familiar with Accounting Practices & Principals                   | E-6 Prepare Forecasting Model                           |
| E-2 Create Policies & Procedures, e.g. Accounting, Finance, RFPs/RFOs | E-7 Make Budget Presentations to Board of Commissioners |
| E-3 Participant in District Internal Controls                         | E-8 Review Asset Inventory, e.g. Capital                |
| E-4 Prioritize & Authorize Purchases                                  | E-9 Review Audit & Financial Statement                  |
| E-5 Manage Budget Process   |   |

**DUTY F - PROMOTE HEALTH, SAFETY & WELLNESS**

- |  |  |
|--|--|
| F-1 Advocate Wellness Programs, e.g. Physicals, WFI, EAP, etc.   | F-4 Maintain Drug/Tobacco Free Workplace   |
| F-2 Ensure Compliance with State & Federal Standards, e.g. NFPA, OSHA, NIOSH, Industry Standards, etc. | F-5 Provide for Safety Education   |
| F-3 Lead by Example  | F-6 Oversee Safety Committee   |
|  | F-7 Provide for Fitness Program, e.g. Exercise Equipment, Trainers, Coordinators, etc. |

**DUTY G – PROMOTE PROFESSIONAL DEVELOPMENT**

- |  |  |
|--|--|
| G-1 Display Vested Interest                          | G-6 Empower, Direct & Develop Personnel  |
| G-2 Mentor/Coach                                     | G-7 Oversee District Training Program, e.g. Above Minimum Standards, Address Needs, etc. |
| G-3 Maintain Awareness of Current Industry Standards | G-8 Attend Courses, Workshops & Seminars, e.g. NFA                                       |
| G-4 Carry Out Succession Plan                        |  |
| G-5 Encourage Higher Education                       |  |

- G-9 Participate in Professional Development, e.g. EFO
- G-10 Promote & Maintain Professional Memberships, e.g. FL Fire Chiefs, FASD, Lee County Fire Chiefs, etc.
- G-11 Participate in External Processes, e.g. Hiring, Promotional, DACUM, etc.

**DUTY H – REPORT TO BOARD OF COMMISSIONERS**

- H-1 Develop a Positive Working Relationship
- H-2 Communicate District Status, as needed, e.g. Individually, Collectively
- H-3 Promote Education & Orientation on Public Safety Matters, as needed
- H-4 Ensure Compliance with Local, State, Federal Statutes & Regulations, e.g. Sunshine, Administrative Code, FSS, etc.
- H-5 Apprise of Legislative Updates/Changes
- H-6 Liaison for Contract Negotiations, e.g. Labor, Management, Vendors, etc.
- H-7 Initiate & Facilitate Executive Sessions, e.g. Schedule, Moderates, etc.
- H-8 Prepare Reports
- H-9 Attend Meetings

**DUTY I – RESPOND TO EMERGENCY CALLS**

- I-1 Determine Level of Response, e.g. SERP
- I-2 Establish & Maintain Situational Awareness
- I-3 Determine Appropriate Role, e.g. Incident Commander, PIO, Senior Advisor, etc.
- I-4 Serve as All-Hazard Incident Commander, e.g. National, State, Local Response Plan
- I-5 Coordinate with EOC, e.g. USAR, Wildland, etc.
- I-6 Participate in Debriefing, e.g. Post Incident Analysis

**II. QUALIFICATIONS AND REQUIREMENTS**

The requirements listed below are representative of the education, experience, knowledge, skills/abilities and worker behaviors required for this position.

**EDUCATION**

**Required Education**

- Master’s Degree from a Regionally Accredited University
- Completion of the Florida Association of Special District’s (FASD) Certified District Manager within Three (3) Years
- Firefighter Certification
- First Responder, National Registry or Florida State Emergency
- Medical Technician within Two (2) years
- Fire Instructor
- Fire Officer I or approved equivalent

**Preferred Education**

- Executive Fire Officer Program EFO or an approved equivalent program
- National Wildland Fire Training, Certifications S-215 and S-330
- National Wildfire Coordinating Group (NWCG): S-130, S-180, S-190
- Awareness Level: Hazardous Materials, High Angle Rope, Confined Space, and Trench

*Note: Applicable certifications/licenses must be maintained.*



**LICENSE**

Current Valid Driver’s License (Ability to obtain a Florida License)

**EXPERIENCE**

Minimum of Ten (10) of experience in a career fire department

Minimum of Five (5) Years as a Chief Officer or above

**GENERAL KNOWLEDGE**

Accounting & Finance	Labor Laws ( <i>FF Bill of Rights, FLSA, EEOC, PERC</i> )
Collective Bargaining	Leadership (Public Safety, Transformational)
Community Service Expectations	National Fire Standards
County Procedures	Operational Functions ( <i>EMS/Fire</i> )
EMS Transport	Roberts’ Rules of Order
Federal/State/Local Rules, Regulations Relative to Job Duties	State Statutes for Special Districts
Florida Sunshine Law ( <i>FSS</i> )	

**SKILLS/ABILITIES**

Ability to “Inspire”	Organizational Skills
Ability to “Sell” Vision/Mission	Personnel Development Skills
Ability to Effectively Obtain Buy-In	Planner
Basic Office Skills	Presentations Skills
Common Sense	Problem Solver
Computer Skills	Public Speaking
Emotional Intelligence	Social Etiquette/Behavior
Mediation ( <i>Labor Disputes</i> )	Stress Management
Motivator	Team Building
Oral & Written Communications	

**WORKER BEHAVIORS**

Accessible	Honest
Accountable	Implementation & Follow-Thru
Adaptable	Innovative Problem Solver
Analytical	Leadership
Approachable	Level-Headed
Articulate	Moral Compass
Authoritative	Passionate
Consistent	People Person
Credible	Positive Outlook/Attitude
Display Confidence wo Arrogance ( <i>Selfless, Humility, Humble, Decision Making, etc.</i> )	Professional
Empathetic	Punctual
Ethical	Respectful
Fair Minded	Responsible
Flexible	Role-Model
Genuine ( <i>Be Yourself</i> )	Supportive
Good Listener	Time Management
	Transparent

Trustworthy  
Willing to Accept Criticism

Zero Tolerance for Unethical Behavior

**III. PHYSICAL REQUIREMENTS**

This individual is subject to special risks involving response to, and operations at emergency scenes. The person in this position must be sufficiently fit to safely perform the occasional emergency job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including self-contained breathing apparatus. Must be able to lift, push or carry weights up to fifty pounds.

**IV. WORK ENVIRONMENT**

This individual regularly works in an office environment except when he / she is performing emergency response duties and responsibilities. During these times he / she is often exposed to hazardous environmental conditions including but not limited to heat, smoke, and toxic gases.

**V. EQUIPMENT AND TOOLS**

The individual holding this position can be expected to be able to competently operate the following equipment and tools.

AED	Copier/Scanner/Fax Machine
Apparatus	First Aid Equipment
Calculator	ICS Board Accountability System
Camera	PPE Gear
Cell Phone/Phone System/Voice Mail	Radio Communications
Computer	SCBA
Computer Software ( <i>MS Office/Word, Excel, Power Point/Outlook Mail</i> )	Vehicles
	Voice Recorders

**VI. ACRONYMS/ABBREVIATIONS**

The following Acronyms/Abbreviations were utilized in this job description.

AED	Automated External Defibrillator	EFO	Executive Fire Officer
CBA	Collective Bargaining Agreement	EMS	Emergency Medical Services
CPR	Cardio Pulmonary Resuscitation	EOC	Emergency Operations Center
CRA	Community Risk Assessment	FASD	Florida Association of Special Districts
DACUM	Develop A Curriculum	FF	Firefighter
EAP	Employee Assistance Program	FL	Florida
EEOC	Equal Employment Opportunity Commission	FLSA	Fair Labor Standards Act
		FSS	Florida State Statutes

**Job Description – FIRE CHIEF**

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HIPAA	Health Insurance Portability and Accountability Act	PERC	Public Employee Relations Commission
ICS	Incident Command System	PIO	Public Information Officer
NFA	National Fire Academy	PPC	Public Protection Classification
NFPA	National Fire Protection Association	RFP	Request for Proposal
NIOSH	National Institute for Occupational Safety and Health	RFQ	Request for Quotation
OSHA	Occupational Safety and Health Administration	SCBA	Self-Contained Breathing Apparatus
		SERP	Statewide Emergency Response Plan
		USAR	Urban Search and Rescue
		WFI	Wellness Fitness Initiative

*This job description should not be interpreted as all-inclusive or as an employment agreement between the District and employee. It is intended to identify the essential functions and requirements of this job and is subject to change as the needs of the District and requirements of the job change. Incumbents may be required to perform job-related responsibilities and tasks other than those stated in this job description.*

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*Employee Signature*

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*Date*



# FORT MYERS BEACH FIRE CONTROL DISTRICT

## BOARD OF FIRE COMMISSIONERS MEETING

### “Blue Sheet” AGENDA ITEM INFORMATION

**AGENDA CATEGORY:** New Business  
**AGENDA ITEM:** Residential Knox Box Program Memorandum of Understanding  
**SUBJECT:** Residential Knox Box Master Key Share  
**OTHER:** N/A

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#### **ACTION** Information/Discussion

#### **PURPOSE**

To enhance emergency response service to our residential customers by establishing a uniformed means of access into residential properties with minimal or no damage. Residential clients will enjoy a new level of enhanced service through a key share program with our neighboring Fire/EMS partners which will allow our partners to provide seamless service when responding into our Jurisdiction.

#### **HISTORY**

The Knox program was first introduced into Lee County in 1979 for all properties covered under the Fire Code. At that time, each Fire District was required to hold a separate Master Key. This began a long-standing use of this system for almost all of the commercial occupancies within the Fort Myers Beach Fire Control District, and has been a great success

In today’s environment of mutual aid, automatic aid, and closest unit response, multiple Master Keys in these occupancies, specific to individual Districts, has been identified as a challenge. With a new residential application beginning, Fire Districts are taking advantage of the opportunity to enhance interoperability by establishing one (1) key which can be shared between neighboring Fire/EMS partners to ensure seamless service delivery.

#### **IMPACTS/CONSEQUENCES**

By implementing this program, we will be working jointly with other surrounding District’s and uniformly using the same residential Master Key. Utilizing this program will allow an easier, safer, faster way of gaining access to an emergency medical or fire situation. Without implementation of this program, responders who cross boundary lines to provide service to another community will have to continue the use of forcible entry which can cause a financial burden on our citizens.

#### **RECOMMENDATION**

**Information delivery on the topic and Board discussion in preparation for a recommended approval at the February Regular Meeting.**

## INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made and entered into by and between Fort Myers Beach Fire Control District (Fort Myers Beach), Iona McGregor Fire Protection and Rescue Service District (Iona McGregor), San Carlos Park Fire Protection and Rescue Service District (San Carlos), and South Trail Fire Protection and Rescue Service District (South Trail), all of which are together referred to as “the Parties”.

WHEREAS, Chapter 163, Florida Statutes, authorizes the Parties, as local government entities, to enter into interlocal agreements with other local government entities; and,

WHEREAS, the Parties have previously entered into the Lee County Mutual Aid Agreement with each other, and with other political subdivisions in Lee County, Florida, which was last revised on or about November 15, 1996, for the purpose of assisting one another during times of an emergency or where conditions exist necessitating aid and assistance; and,

WHEREAS, the Parties have previously entered into an Interlocal Agreement to provide a closest unit response to fire, rescue, and other emergencies within the legislatively created boundaries of the Parties; and,

WHEREAS, this Agreement is not intended to replace any existing interlocal agreement between any of the Parties, including the Lee County Mutual Aid Agreement that was last revised on or about November 15, 1996, referenced above, or the Interlocal Agreement providing a closest unit response to fire, rescue, and other emergencies, referenced above; and,

WHEREAS, the Knox Company ® has created a program whereby first responders can use Knox Company ® Keys to acquire safer and faster entry into structures that are participating in the Knox Company ® Key Box Program; and,

WHEREAS, it is in the best interest of the health, safety and welfare of the public and it is mutually advantageous for the Parties to cooperate with each other in the form of an agreement to

provide a faster and more efficient response to fire, rescue, and other emergency scenes through the use of a Knox Company ® Key Box Program; and,

WHEREAS, it is important for each of the Parties to maintain a high degree of security measures concerning the use and protection of the Knox Company ® keys that are assigned to and used by the Parties; and,

WHEREAS, the Parties are desirous of defining their respective responsibilities and liabilities as a Party under this Agreement concerning each Party's participation in the Knox Company ® Key Box Program that is being mutually used by the Parties pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above are true and are incorporated into the terms of this Agreement as if fully set forth herein.

SECTION 2. DEFINITIONS.

Definitions of terms sometimes used in this Agreement are as follows:

- a. "Knox Company ® Key Box Program" is a lock box system which provides the Parties with immediate access to certain structures and certain areas of certain structures without having to use forcible entry methods.
- b. "Knox Company ® Master Key", which is sometimes referred to as "Master Key", is the main Knox Key or Master Key that will be retained by the Party who is acting as the coordinator of the Knox Company ® Key Box Program being used by the Parties.
- c. "Knox Company ® Sub-Master Key", which is sometimes referred to as "Sub-Master Key", is a copy of the Knox Company ® Master Key that is provided to

- a Party for their use in gaining access to certain structures or parts of certain structures that are participating in the Knox Company ® Key Box Program.
- d. Lost Sub-Master Key where the location is known is defined as a situation where a Sub-Master Key is lost by a Party at a known location, such as a specific body of water, sewer drain, etc. where it can be reasonably assumed that the Knox Company ® Key can be retrieved or that no one else can obtain possession of the lost Knox Company ® Key.
  - e. Lost Sub-Master Key where the location is unknown is defined as the loss of a Sub-Master Key by a Party in a situation where the location of the lost Sub-Master Key is not known, such as a situation where a Sub-Master Key is permanently misplaced at an unknown time and/or at an unknown location and under circumstances which will make it virtually impossible to account for the lost Sub-Master Key's location.
  - f. Stolen Sub-Master Key is defined as a situation where a Sub-Master Key can be proved to be stolen or can be reasonably assumed to be stolen.

SECTION 3. POSSESSION AND SECURITY OF MASTER KEY.

Initially, South Trail shall be the Program Coordinator and shall possess and maintain the Master Key for the joint use and benefit of the Parties. South Trail shall be solely responsible for the security and maintenance of the Master Key and shall also be solely responsible for the issuance and tracking of all Sub-Master Keys issued to the Parties for their use in gaining access to structures that are participating in the Knox Company ® Key Box Program. In the future, one of the other Parties may be substituted for South Trail as the Program Coordinator if all of the Parties agree, in writing, to the substitution, in the form of an amendment to this Agreement.

SECTION 4. POSSESSION AND SECURITY OF SUB-MASTER KEYS.

Each Party shall, at a minimum, keep the Sub-Master Key(s) assigned to them secured and protected to the greatest extent possible. In addition, each Party shall, at a minimum, keep an up-to-date written record of the location of each Sub-Master Key and the procedure for the use of each Sub-Master Key assigned to the Party. Each Party shall provide a written accountability report of all assigned Sub-Master Keys in its possession to the Program Coordinator upon a request by

the Program Coordinator. Each Party's procedure for securing the Sub-Master Key(s) assigned to it shall include a procedure for securely storing and using the Sub-Master Key(s). If all of the Parties agree, in writing, to a specific procedure for the use and security of the Sub-Master Key(s) assigned to each Party, the Parties agree to implement and pursue, at all times, the agreed upon written use and security procedures for the use and security of the Sub-Master Key(s) assigned to them.

SECTION 5. REPORTING OF LOSS/THEFT OF A KEY.

Any time a Party loses a Sub-Master Key assigned to it or any time a Sub-Master Key is stolen from a Party, the said Party shall immediately notify the Program Coordinator, in writing, of the loss/theft of the Sub-Master Key assigned to the Party. The written notification of a loss or theft of a Sub-Master Key shall indicate, at a minimum, whether the Sub-Master Key was lost at a known location or lost at an unknown location or stolen.

- a. If a Sub-Master Key is lost and its location is known, the Parties, through a decision that is approved by a majority of the Parties, shall determine what action must be taken by the Party who lost the Sub-Master Key. The Party whose Sub-Master Key was lost shall be solely liable for all of the costs that are incurred by the Parties as a result of the loss of a Sub-Master Key.
- b. In the event of the loss of a Sub-Master Key where the location is unknown, the Party who has lost the Sub-Master Key shall be solely liable for all of the costs that are incurred by the Parties as a result of the loss of a Sub-Master Key.
- c. In the event of the theft of a Sub-Master Key from a Party, the theft shall be immediately reported to the Lee County Sheriff's Office. The Program Coordinator shall then notify all of the Parties of the theft of a Sub-Master Key. The Party whose Sub-Master Key was stolen shall be solely liable for all of the costs that are incurred by the Parties as a result of the theft of a Sub-Master Key.

SECTION 6. COST OF EACH PARTY'S SERVICES.



The Parties agree that the each Party's use, maintenance, and security of their Sub-Master Key shall be provided without cost to any of the other Parties and no cost of any Party shall be assessed against any other Party unless consented to by formal action of the said Party's governing body. Nothing in this Agreement shall prohibit a Party from making a claim and recovering costs from any third parties, including other government agencies, insurance carriers, or third parties.

SECTION 7. ACTS AND OMISSIONS OF EACH PARTY'S EMPLOYEES.

The Parties agree that all acts and omissions of each Party's employees are performed exclusively as agents and employees of the employing Party. The employees of one Party shall not be deemed to be the agent or employee of another Party by performing any act under the terms of this Agreement. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all employment benefits which apply to the personnel of a Party in performing their functions, shall apply to the said personnel to the same degree, manner and extent under the provisions of this Agreement.

SECTION 8. RESPONSIBILITY FOR EXPENSES OF EACH PARTY.

The Parties agree that each Party shall be wholly responsible for its own personnel, equipment, and any other materials or items used and/or operated in the performance of this Agreement, including any expenses for loss or damage to such personnel equipment or materials.

SECTION 9. LIABILITY OF EACH PARTY.

The Parties agree that each Party shall bear all liability for acts undertaken by its own personnel pursuant to the performance of their functions under the terms of this Agreement. The Parties agree that each Party shall indemnify, defend, save, and hold harmless, the other Parties, their agents, employees, and elected officials, against any and all claims, suits, judgments, damages, losses and expenses, of any nature whatsoever, because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of, because of, or due to any occurrences, errors, omissions, commissions, and/or negligence of the Parties and their personnel that is due to the performance of their functions under the terms of this Agreement.

SECTION 10. NON-WAIVER OF SOVEREIGN IMMUNITY OR INSURANCE.

The Parties agree that nothing contained in this Agreement shall waive the sovereign immunity of any of the Parties or waive the benefits of § 768.28, Florida Statutes, or any other law, as said law may be amended from time to time. Nothing contained herein shall constitute or be construed to obviate, set aside, interfere with, or negate any insurance coverages that any of the Parties maintain that are applicable to their own personnel or to the performance of their functions on behalf of the Parties.

SECTION 11. TERM OF THE AGREEMENT.

The initial term of this Agreement shall be for five (5) years beginning on the date that the last Party executes this Agreement. Any Party can unilaterally withdraw from this Agreement upon providing sixty (60) days' advance written notice to all of the other Parties. The unilateral withdrawal of a Party from this Agreement shall not affect the operation of this Agreement with regard to the other Parties hereto. In the event a Party unilaterally withdraws from this Agreement, on or before the end of the Party's written notice of withdrawal period, the said Party shall return all Sub-Master Key(s) in its possession, together with a final written report of the use, maintenance, and security of the Sub-Master Key(s) in the withdrawing Party's possession through the date of the Party's withdrawal from this Agreement. This Agreement can be terminated at any time upon the mutual written agreement of all of the Parties.

SECTION 12. INSURANCE.

On the effective date of this Agreement, all of the Parties have liability and casualty insurance through VFIS. During the term of this Agreement, each Party shall continue to carry and maintain, in full force and effect, insurance of the types and minimum amounts described below. Each Party agrees that:

- a. The types and minimum amounts of insurance required by this Agreement are as follows:
  - i. General Commercial liability coverage in the minimum coverage amount of \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence;

- b. Each Party may inspect each other Party's insurance policies at any time that are related to this Agreement;
- c. Each Party will cause the insurance coverages required by this Agreement to be properly endorsed to provide that the Party's insurance company or companies will give thirty (30) days' notice of termination, alteration or change of the policies to all of the Parties of this Agreement;
- d. Each Party will cause their insurance company or companies to furnish all of the other Parties with certificates of each Party's policies which detail the coverages upon request; and,
- e. Each Party will require each other Party to be named as an additional insured on each Party's policies required by this Agreement.

SECTION 13.            NOTICES.

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

Fort Myers Beach Fire Control District  
100 Voorhis Street  
Fort Myers Beach, Florida 33931

Iona McGregor Fire Protection and Rescue Service District  
6061 South Pointe Boulevard  
Fort Myers, Florida 33919

San Carlos Park Fire Protection and Rescue Service District  
19591 Ben Hill Griffin Parkway  
Fort Myers, Florida 33913

South Trail Fire Protection and Rescue Service District  
5531 Halifax Avenue  
Fort Myers, Florida 33912

SECTION 14.            NON-ASSIGNMENT.

This Agreement may not be assigned by any Party without the prior written consent of all of the other Parties.

SECTION 15.           SUSPENSION.

Without affecting any right of termination set forth in this Agreement, any Party may unilaterally suspend their participation in this Agreement at any time because of a strike of its personnel, war, declaration of a state of national emergency, acts of God or public enemy, or any other cause beyond the control of such Party, by giving the all of the other Parties written notice of said suspension and the reason therefor. A Party to this Agreement who has temporarily suspended their participation under this Agreement shall not be deemed to be violation of this Agreement. A decision by a Party to temporarily suspend their participation in this Agreement pursuant to this provision shall not affect the operation of this Agreement with regard to the other Parties hereto.

SECTION 16.           ADDITIONAL PARTIES.

This Agreement may be amended in the future to add additional Parties upon the mutual agreement of all of the Parties hereto.

SECTION 17.           AMENDMENT.

Any amendment to this Agreement, in order to be effective, must be in writing and duly executed by all of the Parties to this Agreement.

SECTION 18.           COMPLIANCE WITH LAWS.

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

SECTION 19.           CONSTRUCTION, CHOICE OF LAW AND VENUE.

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

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

SECTION 20.            SEVERABILITY.

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

SECTION 21.            ELECTRONIC EXECUTION.

This Agreement may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[NEXT PAGE FOR SIGNATURES]

Date: \_\_\_\_\_

FORT MYERS BEACH FIRE CONTROL  
DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

IONA MCGREGOR FIRE PROTECTION  
AND RESCUE SERVICE DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

SAN CARLOS PARK FIRE PROTECTION  
AND RESCUE SERVICE DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

SOUTH TRAIL FIRE PROTECTION  
AND RESCUE SERVICE DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title



**FORT MYERS BEACH FIRE CONTROL DISTRICT**  
**BOARD OF FIRE COMMISSIONERS MEETING**  
**“Blue Sheet” AGENDA ITEM INFORMATION**

**AGENDA CATEGORY:** New Business

**AGENDA ITEM:** Turnover, Recruitment, Retention, and Staffing Levels

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**ACTION**

Discussion

**PURPOSE**

This item appears at the request of Commissioner Fleming for discussion.