



# **INDEPENDENT SPECIAL FIRE CONTROL DISTRICT PERFORMANCE REVIEW**

PREPARED FOR THE

**BAYSHORE FIRE PROTECTION AND RESCUE  
SERVICE DISTRICT**

**BOARD OF COMMISSIONERS**

September 12, 2023

Prepared by:



**SPECIAL DISTRICT SERVICES, INC**

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# Table of Contents

Contents .....	2
Report on Applying Agreed-Upon Procedures .....	3
Scope of Performance Review Work.....	4
Executive Summary .....	5
Task (a) Charter Review .....	6
Task (b) Goals and Objectives .....	8
Task (c) Delivery of Services .....	16
Task (d) Similar Services Comparison .....	18
Task (e) Revenues and Costs .....	19
Task (f) Analysis of Goals and Objectives .....	23
Task (g) Performance.....	24
Task (h) Factors Causing Failures .....	25
Task (i) Recommendations .....	26
Appendix 1 – Mutual Aid Agreements.....	28
Appendix 2 – Map of District.....	43



## Independent Accountant's Report On Applying Agreed-Upon Procedures

Chief William Underwood  
Bayshore Fire Protection and Rescue Service District  
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We have performed the procedures described in Schedule A, which were agreed to by the Bayshore Fire Protection and Rescue Service District (“the District”) and on the performance review of the District. The District’s management is responsible for the District’s performance review. The sufficiency of these procedures is solely the responsibility of the District. Consequently, we make no representation regarding the sufficiency of the procedures referred to below, either for the purpose for which this report has been requested or for any other purpose.

The procedures are described in the attached Schedule A. The associated findings are detailed in the report.

This engagement to apply agreed-upon procedures was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct, an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the performance review of the District. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than these specified parties.

Special District Services, Inc wishes to thank the Board of Fire Commissioners and staff of the Bayshore Fire Protection and Rescue Service District for their confidence in our team to conduct this very important project.

Sincerely,

*Andrew Karmeris*

Andrew Karmeris, CPA  
Special District Services, Inc.  
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## Schedule A

### Schedule of Agreed-Upon Procedures (Scope of Performance Review Work)

- The special district's purpose and goals as stated in its charter.
- The special district's goals and objectives for each program and activity, the problem or need that the program or activity was designed to address, the expected benefits of each program and activity, the performance measures and standards used by the special district to determine if the program or activity achieves the district's goals and objectives.
- The delivery of services by the special district, including alternative methods or providing those services that would reduce costs and improve performance, including whether revisions to the organization or administration will improve the efficiency, effectiveness, or economical operation of the special district.
- A comparison of similar services provided by the county and municipal governments located wholly or partially within the boundaries of the special district, including similarities and differences in services, relative costs and efficiencies, and possible service considerations.
- The revenue and costs of programs and activities of the special district, using data from the current year and the previous three (3) fiscal years.
- The extent to which the special district's goals and objectives have been achieved, including whether the goals and objectives are clearly stated, measurable, adequately address the statutory purposes of the special district, provide sufficient direction for the district's programs and activities, and may be achieved within the district's adopted budget.
- Any performance measurements and standards of the special district's programs and activities using data from the current year and the previous three (3) fiscal years, including whether the performance measures and standards:
  - Are relevant, useful, and sufficient to evaluate the costs of the programs, and activities.
  - Are being met.
  - Should be revised.
- Factors that have contributed to any failure to meet the special district's performance measures and standards or achieve the district's goals and objectives, including description of efforts taken by the special district to prevent such failure in the future.
- Recommendations for statutory or budgetary changes to improve the special district's program operations, reduce costs, or reduce duplication, including the potential benefits to be achieved and the potential adverse consequences of the proposed changes.

## EXECUTIVE SUMMARY

In 2021, Section 189.0695, Florida Statutes, was created and requires independent special fire control districts to conduct a performance review every five years beginning on October 1, 2022. With the exception of independent special fire control districts located within a rural area of opportunity, all independent special fire control districts must contract with an independent entity to conduct the performance review.

In 2023, Special District Services, Inc (SDS) was engaged by the Bayshore Fire Protection and Rescue Service District (BFPRSD) to conduct this performance review. The comprehensive report that follows is a result of operational and financial data collection, research, and analysis.

For the purposes of this requirement, the term "performance review" means an evaluation of an independent special district and its programs, activities, and functions. The term includes research and analysis of nine specific areas, as outlined on Schedule A.

SDS developed a scope of work to meet the above-described requirements. SDS conducted this review in accordance with the applicable industry best practices, including but not limited to the National Fire Protection Association, the Center for Public Safety Excellence, the Insurance Services Office, and Government Accountability Office performance review standards, found in the Generally Accepted Government Auditing Standards (GAGAS).

As described above, the SDS team has provided recommendations based on best practices as related to findings during this performance review process. The findings are summarized below:

1. Continue monitoring internal fire/EMS response metrics to include industry-wide benchmarking standards (e.g., see NFPA 1710, 2020 edition) as currently being completed. Continue to monitor ISO analytics and adjust as needed.
2. During Fiscal Years 2024 and 2025, review, revise, and develop as needed proper standards of cover and district-wide response plans for the various incident types in which your Fire Fighters respond.
3. Develop a district-wide Risk Assessment and respective Methodology plan during Fiscal Years 2024 and 2025 to include specific community hazards, threats, consequences, impacts, and risks (e.g., see NFPA 1300, 2020 edition, or the Center for Public Safety Excellence – Community Risk Assessment/Standards of Cover literature).
4. To the extent possible, document and report the outputs of the various goals and objectives on an annual basis to show the continual achievement of the District's programs and activities.
5. Continue to monitor all recommendations per the October 2022 ISO report, specifically, Items 561, 581, and 616.
6. Continue to evaluate and modify the March 2021 five-year comprehensive plan - with specific emphases on the District's New Construction Development Orders, facility/fleet inventory, intent to institute the ALS program, and personnel safety and training programs.
7. It is strongly recommended to initiate thorough research and meticulous planning for the construction of a second fire station in order to uphold current response times and align with the District's mission of providing efficient and effective emergency services to the community.

Like most fire districts, the BFPRSD continues to improve and change over time. This report is a snapshot of the BFPRSD at the time the information was gathered.

(a) The special district's purpose and goals as stated in its charter.

After reviewing the purpose and goals provided for in Chapter 191.015, it appears that the programs, activities, and functions provided by the BFPRSD meet the purpose and goals of the District.

As part of this performance review, BFPRSD staff provided the District's charter, specifically for the documented purpose and goals. The District was created in 1976 by Laws of Florida, Chapter 76-414.

In 2003, an act relating to the District provided for codification of special laws relating to the BFPRSD pursuant to Section 191.015, Florida Statutes. Section 3 of the Act provides that the District is an independent special District and is organized and exists for all purposes set forth in Chapter 97-340, Laws of Florida, and Chapters 189 and 191, Florida Statutes.

Chapter 2003-367, Laws of Florida, was approved by the Governor and filed in the Office Secretary of State on July 16, 2003. Section 189.404, Florida Statutes, addresses the requirements for the creation of independent special districts while Chapter 191, Florida Statutes, is the Independent Special Fire Control District Act.

For this report, Chapter 191, Florida Statutes, was reviewed for the documented purpose and goals. According to Section 191.008<sup>9</sup>, Special Powers, an independent special fire control district shall provide for fire suppression and prevention by establishing and maintaining fire stations and fire substations and acquiring and maintaining such firefighting and fire protection equipment deemed necessary to prevent or fight fires. In addition, the board shall have and may exercise any or all the following special powers relating to facilities and duties authorized by this act:

1. Establish and maintain emergency medical and rescue response services and acquire and maintain rescue, medical, and other emergency equipment, pursuant to the provisions of Chapter 401 and any certificate of public convenience and necessity or its equivalent issued thereunder.
2. Employ, train, and equip such personnel, and train, coordinate, and equip such volunteer firefighters, as are necessary to accomplish the duties of the district. The board may employ and fix the compensation of a fire chief or chief administrator. The board shall prescribe the duties of such person, which shall include supervision and management of the operations of the district and its employees, and maintenance and operation of its facilities and equipment. The fire chief or chief administrator may employ or terminate the employment of such other persons, including, without limitation, professional, supervisory, administrative, maintenance, and clerical employees, as are necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be provided by the board.
3. Adopt and enforce fire safety standards and codes and enforce the rules of the State Fire Marshal consistent with the exercise of the duties authorized by Chapter 553 or Chapter 633, with respect to fire suppression, prevention, and fire safety code enforcement.

4. Conduct public education to promote awareness of methods to prevent fires and reduce the loss of life and property from fires or other public safety concerns.
5. Conduct arson investigations and cause-and-origin investigations.
6. Adopt hazardous materials safety plans and emergency response plans in coordination with the county emergency management agency.
7. Contract with general-purpose local government for emergency management planning and services.

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(b) The special district's goals and objectives for each program and activity, the problem or need that the program or activity was designed to address, the expected benefits of each program and activity, and the performance measures and standards used by the special district to determine if the program or activity achieves the district's goals and objectives.

Based on the charter review, it was determined that the goals and objectives used by the BFPRSD are appropriate to address the program and activities that are in place to meet the purpose and the goals of the District. The performance measures used to evaluate the goals and objectives of the District are based on national standards, including those of the NFPA and the ISO, and industry best practices.

To fulfill their mission, and under the authority of Chapter 191, Florida Statutes, the BFPRSD provides the following programs and activities to the residents and visitors of the District:

- Fire Suppression – Firefighting
- Rescue and Emergency Medical Services – Medical and trauma emergencies
- Vehicle Accidents
- Special operations – Confined spaces, Rope rescue, Trench rescue, Swift water and canal/waterway rescue, Technical extrication, and Hazardous incidents

Each program is supported with relevant goals, objectives, and measurement practices as described in detail in the following section.

### **Fire Suppression – Firefighting**


1. **GOAL:** Preventing loss of life: The primary goal of fire suppression services is to protect human life. This includes not only the occupants of the building but also firefighters who respond to the emergency.
  - a. **OBJECTIVES**
    - i. Ensure rapid response times to fires.
      1. **Measurement:** Response times: Measure the time it takes for fire suppression services to respond to fires and set targets for rapid response times. NFPA 1710  $\leq$  240 seconds (first-due arriving).
    - ii. Use effective tactics and techniques to quickly extinguish fires.
      1. **Measurement:** Fire extinguishing effectiveness: Track the percentage of fires that are fully extinguished and set targets for high success rates.
    - iii. Evacuate occupants safely and efficiently.
      1. **Measurement:** Evacuation success: Track the percentage of successful evacuations meaning all occupants are safely removed from harm's way.



- iv. Provide training to the public on fire safety and prevention.
  - 1. **Measurement:** Evaluate the effectiveness of public fire safety and prevention training through surveys, focus groups, or other feedback mechanisms.
- v. Develop and maintain emergency response plans and procedures.
  - 1. **Measurement:** Conduct regular audits to ensure that emergency response plans and procedures are being followed and take corrective actions when necessary.

**RECOMMENDATION # 3 - Develop a district-wide Risk Assessment and respective Methodology plan during Fiscal Years 2024 and 2025 to include specific community hazards, threats, consequences, impacts, and risks (e.g., see NFPA 1300, 2020 edition, or the Center for Public Safety Excellence – Community Risk Assessment/Standards of Cover literature).**

- 2. **GOAL:** Containing the fire: The next goal is to contain the fire as quickly as possible to prevent it from spreading to other areas or buildings. This involves extinguishing the fire or limiting its growth until it can be safely put out.
  - a. **OBJECTIVES**
    - i. Identify and respond to fires quickly.
      - 1. **Measurement:** Measure the time it takes for fire suppression services to arrive at the scene of a fire and set targets for rapid response times. NFPA 1710  $\leq$  240 seconds.
    - ii. Establish and maintain control of the fire area.
      - 1. **Measurement:** Fire control effectiveness: Track the size and spread of fires and set targets for minimizing fire growth and damage.
    - iii. Deploy appropriate firefighting equipment and personnel to the scene.
      - 1. **Measurement:** Resource utilization: Measure the effectiveness of the deployment of firefighting equipment and personnel, and track resource allocation to ensure that adequate resources are available for every incident.
    - iv. Implement fire suppression tactics that minimize fire growth and limit damage.
      - 1. **Measurement:** Set targets for minimizing fire growth and property damage, and regularly evaluate the effectiveness of suppression tactics to ensure that they are meeting these targets.
    - v. Coordinate with other agencies to ensure adequate resources are available.
      - 1. **Measurement:** Collaboration: Evaluate coordination with other agencies during fire suppression operations and track the effectiveness of inter-agency communication.
- 3. **GOAL:** Protecting property: Fire suppression services also aim to minimize damage to property and prevent the loss of valuable assets, such as buildings, equipment, and personal belongings.
  - a. **OBJECTIVES**
    - i. Implement strategies to protect structures and assets from fire damage.

- 
1. **Measurement:** Fire prevention compliance: Conduct regular inspections of buildings and enforce fire codes to ensure that structures are properly equipped to prevent fires.
      - ii. Use appropriate firefighting tactics to prevent the spread of fire to nearby structures.
        1. **Measurement:** Fire damage reduction: Track the number and severity of fire damage incidents and evaluate the effectiveness of firefighting tactics in preventing or minimizing property damage.
      - iii. Conduct inspections and enforce fire codes to ensure buildings are properly equipped to prevent fires.
        1. **Measurement:** Public awareness: Conduct surveys and outreach activities to measure public awareness of fire prevention measures and evaluate the effectiveness of education programs.
  4. **GOAL:** Preserving the environment: Fire can have a significant impact on the environment, including air and water quality, wildlife habitats, and natural resources. Fire suppression services should take measures to prevent or minimize these impacts.
    - a. **OBJECTIVES**
      - i. Minimize damage to natural resources, such as air and water quality.
        1. **Measurement:** Environmental impact assessment: Conduct regular assessments of the impact of firefighting operations on the environment and take steps to minimize impact.
      - ii. Utilize environmentally safe firefighting tactics and materials.
        1. **Measurement:** Green firefighting tactics: Evaluate the effectiveness of environmentally safe firefighting tactics and materials and track their usage during fire suppression operations.
      - iii. Coordinate with environmental agencies to ensure compliance with regulations and minimize impact on the ecosystem.
        1. **Measurement:** Collaboration with environmental agencies: Evaluate coordination with environmental agencies during fire suppression operations and track the effectiveness of inter-agency communication.
      - iv. Provide education and resources to the public on environmentally conscious fire prevention and response measures.
        1. **Measurement:** Public awareness: Conduct surveys and outreach activities to measure public awareness of environmentally conscious fire prevention and response measures and evaluate the effectiveness of education programs.
  5. **GOAL:** Ensuring public safety: Fire suppression services should also ensure public safety by providing information and education on fire prevention and response, as well as conducting fire safety inspections and enforcing fire codes and regulations.
    - a. **OBJECTIVES**
      - i. Conduct regular fire safety inspections of buildings and public spaces.
        1. **Measurement:** Fire prevention compliance: Conduct regular inspections of buildings and public spaces and enforce fire codes and regulations to promote compliance and safe practices.

- ii. Provide public education on fire prevention and response measures.
        - 1. **Measurement:** Public awareness: Conduct surveys and outreach activities to measure public awareness of fire prevention and response measures and evaluate the effectiveness of education programs.
      - iii. Maintain effective communication with the public during fire emergencies.
        - 1. **Measurement:** Emergency communication: Evaluate the effectiveness of warning systems and emergency notification protocols and track the success rates of communication with the public during fire emergencies.
      - iv. Implement warning systems and emergency notification protocols.
        - 1. **Measurement:** Warning system effectiveness: Track the time it takes for warning systems to alert the public about a fire and set targets for rapid notification times.
6. **GOAL:** Continuous improvement: Fire suppression services should continually evaluate and improve their operations, equipment, and training to ensure that they are providing the highest level of service to the community.
- a. **OBJECTIVES**
    - i. Regularly review and evaluate fire suppression services' performance and operations.
      - 1. **Measurement:** Performance evaluations: Conduct regular evaluations of fire suppression services' performance and operations and use the results to identify areas for improvement.
    - ii. Invest in training and professional development for firefighting personnel.
      - 1. **Measurement:** Professional development: Track the number of hours of training and professional development provided to firefighting personnel and set targets for ongoing learning and skill development.
    - iii. Conduct research and development on new firefighting techniques and equipment.
      - 1. **Measurement:** Research and development: Track the progress of research and development initiatives for new firefighting techniques and equipment and evaluate their potential impact on fire suppression services.

**RECOMMENDATION #1 - Continue monitoring internal fire/EMS response metrics to include industry-wide benchmarking standards (e.g., see NFPA 1710, 2020 edition) as currently being completed. Continue to monitor ISO analytics and adjust as needed.**

**RECOMMENDATION #3 -Develop a district-wide Risk Assessment and respective Methodology plan during Fiscal Years 2024 and 2025 to include specific community hazards, threats, consequences, impacts, and risks (e.g., see NFPA 1300, 2020 edition, or the Center for Public Safety Excellence – Community Risk Assessment/Standards of Cover literature).**

## Rescue and Emergency Medical Services – Medical emergencies

1. **GOAL:** To provide rapid response to medical emergencies: The primary goal of Rescue and Emergency Medical Services is to provide a timely and effective response to medical emergencies.
  - a. **OBJECTIVES**
    - i. Achieve a response time of 4 minutes for all medical-related emergencies. BLS NFPA 1710  $\leq$  240 seconds.
    - ii. Continuously monitor response times and identify areas for improvement.
      1. **Measurement:** This goal can be achieved by setting response time targets and regularly measuring and evaluating response times to ensure that they meet established targets.
2. **GOAL:** To provide high-quality medical care to patients: Another goal of Rescue and Emergency Medical Services is to provide high-quality medical care to patients.
  - a. **OBJECTIVES**
    - i. Continuously monitor patient outcomes in conjunction with Lee County EMS/Hospitals, and identify areas for improvement.
      1. **Measurement:** This can be achieved by setting performance targets related to patient outcomes, such as survival rates, and regularly measuring and evaluating performance against these targets.
3. **GOAL:** To ensure the safety of patients and emergency responders: A key goal of Rescue and Emergency Medical Services is to ensure the safety of patients and emergency responders.
  - a. **OBJECTIVES**
    - i. Ensure that all emergency responders are properly trained in the use of personal protective equipment.
    - ii. Achieve a compliance rate of 100% for the use of personal protective equipment.
      1. **Measurement:** This can be achieved by setting safety targets related to the use of personal protective equipment, such as gloves and masks, and regularly evaluating compliance with these targets.
4. **GOAL:** To provide ongoing training and professional development for emergency responders: Another goal of Rescue and Emergency Medical Services is to provide ongoing training and professional development for emergency responders.
  - a. **OBJECTIVES**
    - i. Ensure that all Emergency Medical Technicians and Paramedics receive a minimum of 30 hours of training per two-year period.
    - ii. Continuously evaluate the effectiveness of training programs and make improvements as necessary.
      1. **Measurement:** This can be achieved by setting training targets, such as the number of hours of training required each year, and regularly measuring and evaluating compliance with these targets.

**5. GOAL:** To ensure efficient use of resources: Finally, the goal of Rescue and Emergency Medical Services is to ensure efficient use of resources, such as medical equipment and emergency vehicles.

a. **OBJECTIVES**

- i. Document vehicle restocking and preparation time between emergency calls.
- ii. Continuously monitor resource usage and identify areas for improvement to maximize efficiency.
  1. **Measurement:** This can be achieved by setting efficiency targets, such as the time it takes to restock and prepare vehicles between emergency calls, and regularly measuring and evaluating performance against these targets.

## Vehicle Accidents

**1. GOAL:** To provide rapid and effective response to vehicle accidents: The primary goal of fire fighters in responding to vehicle accidents is to provide a timely and effective response to the emergency situation.

a. **OBJECTIVES**

- i. Continuously monitor response times and identify areas for improvement.
- ii. Utilize GPS technology to identify the fastest routes to accident sites.
  1. **Measurement:** Response time: The time it takes for emergency responders to arrive on the scene of the accident. This can be measured in minutes.

**2. GOAL:** To ensure the safety of victims and emergency responders: A key goal of fire fighters in responding to vehicle accidents is to ensure the safety of victims and emergency responders.

a. **OBJECTIVES**

- i. Provide regular training for fire fighters on vehicle extrication techniques.
- ii. Ensure that all fire fighters have the necessary equipment, such as hydraulic rescue tools and personal protective gear, to respond to vehicle accidents.
  1. **Measurement:** Number of injuries sustained by victims and emergency responders.

**3. GOAL:** To provide medical care to victims: Another goal of fire fighters in responding to vehicle accidents is to provide medical care to victims, including extrication from the vehicle, and first aid.

a. **OBJECTIVES**

- i. Document the survival rate for all vehicle accident victims.
- ii. Continuously monitor patient outcomes and identify areas for improvement in medical care.
  1. **Measurement:** Survival rate: The percentage of vehicle accident victims who survive hospital admission or discharge.

4. **GOAL:** To clear the accident scene quickly and safely: Another goal of fire fighters in responding to vehicle accidents is to clear the accident scene quickly and safely, to reduce the risk of further accidents and minimize disruption to traffic.
  - a. **OBJECTIVES**
    - i. Continuously monitor scene clearance times and identify areas for improvement in efficiency and safety.
      1. **Measurement:** Scene clearance time: The time it takes to clear the scene of the accident.

## Special Operations

1. **GOAL:** To provide timely and effective response to specialized emergencies: The primary goal of fire fighters in responding to specialized emergencies such as confined spaces, rope rescue, trench rescue, swift water and canal/waterway rescue, technical extrication, and hazardous incidents is to provide a timely and effective response to the emergency situation.
  - a. **OBJECTIVES**
    - i. Achieve a response time of 4 minutes to all specialized emergency calls.
    - ii. Utilize effective communication and coordination strategies to ensure a timely and effective response to specialized emergencies.
      1. **Measurement:** Measure the average response time to all specialized emergency calls and ensure that it meets the target response time of 4 minutes.
2. **GOAL:** To ensure the safety of victims and emergency responders: A key goal of fire fighters in responding to specialized emergencies is to ensure the safety of victims and emergency responders.
  - a. **OBJECTIVES**
    - i. Provide appropriate personal protective equipment (PPE) to all emergency responders.
      1. **Measurement:** Conduct regular audits to ensure that all emergency responders have the appropriate PPE and address any deficiencies.
    - ii. Implement safety protocols and procedures for all specialized emergency response operations.
      1. **Measurement:** Conduct regular training and drills to ensure that all emergency responders are familiar with safety protocols and procedures.
    - iii. Provide appropriate medical care and transport to all victims of specialized emergencies.
      1. **Measurement:** Measure the time it takes to provide medical care and transport to victims and ensure that it meets the target time.
3. **GOAL:** To provide medical care to victims: Another goal of fire fighters in responding to specialized emergencies is to provide medical care to victims, including extrication from hazardous environments, and first aid.

a. **OBJECTIVES**

- i. Ensure that all emergency responders are trained and certified in first aid and emergency medical services.
  - 1. **Measurement:** Maintain records of all emergency responders' certifications and ensure that they are up to date.
- ii. Maintain a sufficient supply of medical equipment and supplies for all specialized emergency response operations.
  - 1. **Measurement:** Conduct regular inventories of medical equipment and supplies and ensure that they are adequately stocked.

4. **GOAL:** To clear the incident scene quickly and safely: Another goal of fire fighters in responding to specialized emergencies is to clear the incident scene quickly and safely, to reduce the risk of further accidents and minimize disruption to surrounding areas.

a. **OBJECTIVES**

- i. Utilize effective incident management strategies to minimize the time required to clear the incident scene.
  - 1. **Measurement:** Measure the time required to clear the incident scene, and implement improvements as needed to minimize this time.
- ii. Develop and implement effective traffic control measures to minimize disruption to surrounding areas.
  - 1. **Measurement:** Measure the effectiveness of traffic control measures, and implement improvements as needed to minimize disruption.

**RECOMMENDATION #1 - Continue monitoring internal fire/EMS response metrics to include industry-wide benchmarking standards (e.g., see NFPA 1710, 2020 edition) as currently being completed. Continue to monitor ISO analytics and adjust as needed.**

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(c) The delivery of services by the special district, including alternative methods of providing those services that would reduce costs and improve performance, including whether revisions to the organization or administration will improve the efficiency, effectiveness, or economical operation of the special district.

The next research task in the completion of the performance review for the BFPRSD was to analyze the District's delivery of services, including alternative methods of providing those services that would reduce costs and improve performance, including whether revisions to the organization or administration will improve the efficiency, effectiveness, or economical operation of the District.

Given the unpredictable nature of emergencies and the potential for them to exceed the capacity of individual departments, mutual aid partnerships have become a common practice in the industry. These partnerships involve the pooling of resources, personnel, and expertise across different departments and jurisdictions to provide a coordinated and effective response to emergency situations.

One of the primary benefits of mutual aid partnerships is the ability to quickly scale up resources and personnel to respond to larger incidents. For example, in the case of a major wildfire, a single department may not have the necessary resources to contain and control the fire. However, by working together with other departments, they can coordinate the use of firefighting equipment, personnel, and other resources to tackle the fire from multiple angles and contain it more effectively.

In addition to resource sharing, mutual aid partnerships also provide opportunities for cross-training and knowledge sharing. Firefighters from different departments can learn from each other's experiences and techniques, and work together to develop best practices for responding to different types of emergencies. This collaboration can also help to identify gaps in training or equipment, which can be addressed through joint procurement or training initiatives.

Mutual aid partnerships can also improve the overall efficiency and effectiveness of emergency response efforts. By working together, departments can avoid duplication of effort and ensure that resources are deployed where they are needed most. This can lead to faster response times, more effective use of equipment and personnel, and ultimately better outcomes for both emergency responders and the public.

Effective collaboration between departments requires clear communication and coordination. Mutual aid agreements typically outline the terms of resource sharing and define the roles and responsibilities of each department during emergency response efforts. Departments may also establish joint incident command structures or utilize common communication systems to facilitate coordination.

In summary, mutual aid partnerships are a critical component of the firefighting industry. By working together, departments can provide a more effective and efficient response to emergency




situations, improve their training and equipment, and ultimately better serve the communities  
BFPRSD has the following Mutual Aid Agreements in place:

Copies of all agreements are provided in appendix 1.

**RECOMMENDATION #2 - During Fiscal Years 2024 and 2025, review, revise, and develop as needed proper standards of cover and district-wide response plans for the various incident types in which your Fire Fighters respond.**

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(d) A comparison of similar services provided by the county and municipal district, including similarities and differences in services, relative costs and efficiencies, and possible service consolidations.

There are no other county or municipal governments that are located wholly or partially within the boundaries of the BFPRSD that provide similar services. It was determined that no county or municipal governments that are located wholly or partially within the boundaries of the District offer similar services that could be further examined for potential efficiency enhancements or consolidations.

See Appendix 2 for District Map

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(e) The revenues and costs of programs and activities of the special district, using data from the current year and the previous 3 fiscal years.

The District's budget is a vital aspect of its operations, and it is essential to review the previous year's budget and audits regularly. By doing so, the district can ensure that its programs and activities are aligned with its financial resources and objectives. Reviewing the budget and audit reports helps to identify areas of improvement and to make informed decisions about future allocations of resources. It also helps to ensure that the district is complying with all relevant laws, regulations, and policies.

The following tables illustrate the review of the District's financial position for Fiscal Years 2019-2022.

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**BAYSHORE FIRE PROTECTION RESCUE SERVICE DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE - GENERAL FUND**  
**FISCAL YEAR 2022**

	FINAL BUDGET	ACTUAL	VARIANCE WITH FINAL BUDGET FAVORABLE
<b>REVENUES</b>			
Fire Protection Services:			
Ad Valorem Taxes	\$ 1,680,351	\$ 1,680,351	\$ -
Charges for Services	58,229	58,229	
Intergovernmental Revenue	207,491	207,491	
Interest	-	-	-
Insurance proceeds	-	-	-
Donations	12,895	12,895	-
Miscellaneous	30,324	30,324	
 Total Revenues	 1,989,290	 1,989,290	 -
<b>EXPENSES</b>			
Personal Services	1,604,937	1,604,937	-
Operating Expenditures	303,959	303,959	-
Capital Outlay	79,258	79,258	-
Debt Service	18,508	18,508	-
 Total Expenses	 2,006,662	 2,006,662	 -
 Increase (Decrease) in net position	 (17,372)	 (17,372)	 -
 Other Financing Sources			
Proceeds from debt issuance	-	-	-
 <b>NET CHANGES IN FUND BALANCE</b>	 (17,372)	 (17,372)	 -
 <b>FUND BALANCE - OCTOBER 1</b>	 1,024,135	 1,024,135	 -
 <b>FUND BALANCE, SEPTEMBER 30</b>	 \$ 1,006,763	 \$ 1,006,763	 \$ -

Based on the information analyzed, the techniques for managing and projecting cash flow appear accurate and efficient.

**BAYSHORE FIRE PROTECTION RESCUE SERVICE DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE - GENERAL FUND**  
**(FY2019-FY2021)**

	2021			2020			2019		
	<u>FINAL BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)</u>	<u>FINAL BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)</u>	<u>FINAL BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)</u>
<b>REVENUES</b>									
Fire Protection Services:									
Ad Valorem Taxes	\$ 1,560,933	\$ 1,560,933	\$ -	\$ 1,469,442	\$ 1,469,442	\$ -	\$ 1,380,458	\$ 1,380,458	\$ -
Charges for Services	57,681	\$ 56,051	(1,630)	50,126	\$ 50,126	-	81,768	81,768	-
Intergovernmental Revenue	135,819	135,819	-	190,445	190,445	-	115,916	115,916	-
Interest	4,566	4,566	-	11,050	11,050	-	14,740	14,740	-
Insurance proceeds	-	-	-	33,961	33,961	-	-	-	-
Donations	-	-	-	-	-	-	-	-	-
Miscellaneous	13,969	13,969	-	19,185	19,185	-	18,393	18,393	-
Total Revenues	1,772,968	1,771,338	(1,630)	1,774,209	1,774,209	-	1,611,275	1,611,275	-
<b>EXPENSES</b>									
Personal Services	1,443,593	1,443,593	-	1,375,320	1,375,320	-	1,245,215	1,245,215	-
Operating Expenditures	252,098	252,098	-	282,178	282,178	-	217,463	217,463	-
Capital Outlay	14,522	14,522	-	98,078	98,078	-	15,442	15,442	-
Debt Service	18,508	18,508	-	-	-	-	-	-	-
Total Expenses	1,728,721	1,728,721	-	1,755,576	1,755,576	-	1,478,120	1,478,120	-
Increase (Decrease) in net position	44,247	42,617	(1,630)	18,633	18,633	-	133,155	133,155	-
Other Financing Sources									
Proceeds	-	-	-	82,510	82,510	-	-	-	-
<b>NET CHANGES IN FUND BALANCE</b>	44,247	42,617	(1,630)	101,143	101,143	-	133,155	133,155	-
<b>FUND BALANCE - OCTOBER 1</b>	981,518	981,518	-	880,375	880,375	-	747,220	747,220	-
<b>FUND BALANCE, SEPTEMBER 30</b>	\$ 1,025,765	\$ 1,024,135	\$ (1,630)	\$ 981,518	\$ 981,518	\$ -	\$ 880,375	\$ 880,375	\$ -

The results indicated that the District will not have difficulty maintaining a stable assessment and revenue structure and adequate levels of services.

(f) The extent to which the special district's goals and objectives have been achieved, including whether the goals and objectives are clearly stated, are measurable, adequately address the statutory purpose of the special district, provide sufficient direction for the district's programs and activities, and may be achieved within the district's adopted budget.

After an analysis of the District's goals and objectives for each of the programs and activities provided by the BFPRSD, it was determined that overall, the District's purpose as stated in its charter is being achieved. These goals and objectives were found to be clearly stated, measurable, and adequate to address the statutory purposes of the BFPRSD.

SDS completed an analysis of the BFPRSD -provided goals and objectives for each of the programs and activities designed to accomplish the overall purpose as stated in the District's charter. As a component of this process, performance measures were assigned to each goal and objective and the program(s) with which they are associated. Further, the analysis of the information and data provided by the District has determined that the performance measures associated with each goal and objective are appropriately tied to well-documented industry best practices, national standards, state of Florida administrative codes, national organizations' recommendations, county guidelines, and/or adopted District standards.

While not all of the District's goals and objectives accomplishments could be independently confirmed, many can be through the comprehensive review of the BFPRSD's provided reports, including the most recent ISO review, completed data worksheets, approved board meeting minutes, annual reporting, and budget documents. Attainment of the District's goals and objectives has been accomplished through the appropriate identification, management, and budgeting processes by District leadership.

**RECOMMENDATION #4 – To the extent possible, document and report the outputs of the various goals and objectives on an annual basis to show the continual achievement of the District's programs and activities.**

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(g) Any performance measures and standards of the special district's programs and activities using data from the current year and the previous 3 fiscal years, including whether the performance measures and standards:

1. Are relevant, useful, and sufficient to evaluate the costs of the programs and activities.
2. Are being met.
3. Should be revised.

An analysis of the BFPRSD's performance measures as associated with the goals and objectives in Research Task (f) was performed. This analysis was designed to answer the questions of whether the performance measures and standards are relevant, useful, and sufficient to evaluate the costs of the programs and activities, are being met, or should be revised.

After the completion of this analysis, SDS has determined that there were no significant findings to suggest that the performance measures were not relevant, useful, and sufficient to evaluate the costs of the programs and activities. Each were being met at least to some degree. As previously discussed in Research Task (f), all were appropriately tied to well-documented industry best practices, national standards, state of Florida administrative codes, national organizations' recommendations, county guidelines, and/or adopted District standards. Further, many were able to be independently confirmed through a comprehensive review of the BFPRSD's provided reports, including the most recent ISO review, completed data worksheets, approved Board of Fire Commissioners meeting minutes, annual reporting, and budget documents. Any suggested revisions and additions are found in the recommendations of this report.

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(h) Factors that have contributed to any failure to meet the special district's performance measures and standards or achieve the district's goals and objectives, including a description of efforts taken by the special district to prevent such failure in the future.

The special district has been successfully meeting its goals and objectives, with no significant factors contributing to any failure in meeting performance measures and standards. The district's commitment to excellence and efficient management has played a crucial role in its success. Through effective planning, implementation, and monitoring, the district has consistently achieved its desired outcomes.

The district's success can be attributed to several key factors. First and foremost, the district has a strong leadership team that provides clear direction, establishes measurable goals, and fosters a culture of accountability and continuous improvement. This ensures that all staff members are aligned with the district's objectives and work towards their successful attainment.

Furthermore, the district has invested in adequate resources, including personnel, infrastructure, and technology, to support its operations. This ensures that the district has the necessary tools and capabilities to deliver high-quality services to the community.

Additionally, the district regularly evaluates its performance through rigorous monitoring and assessment processes. This enables the identification of any potential issues or areas for improvement, which are promptly addressed to maintain the district's track record of success.

In conclusion, the special district's diligent efforts, strong leadership, resource allocation, and continuous evaluation have contributed to its ability to consistently meet performance measures and standards while successfully achieving its goals and objectives.

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- (i) Recommendations for statutory or budgetary changes to improve the special potential benefits to be achieved and the potential adverse consequences of the proposed changes.

**Internal Policy and Fire Operations' Benchmark Recommendations**

**Goals:**

1. Enhance overall fire district operations and EMS response metrics.
2. Enhance overall fire district on-scene personnel safety.
3. Enhance the overall district-wide risk assessment and response strategies.

**Recommendations:**

1. Continue monitoring internal fire/EMS response metrics to include industry-wide benchmarking standards (e.g., see NFPA 1710, 2020 edition) as currently being completed. Continue to monitor ISO analytics and adjust as needed.
2. During Fiscal Years 2024 and 2025, review, revise, and develop as needed proper standards of cover and district-wide response plans for the various incident types in which your Fire Fighters respond.
3. Develop a district-wide Risk Assessment and respective Methodology plan during Fiscal Years 2024 and 2025 to include specific community hazards, threats, consequences, impacts, and risks (e.g., see NFPA 1300, 2020 edition, or the Center for Public Safety Excellence – Community Risk Assessment/Standards of Cover literature).
4. To the extent possible, document and report the outputs of the various goals and objectives on an annual basis to show the continual achievement of the District's programs and activities.
5. Continue to monitor all recommendations per the October 2022 ISO report, specifically, Items 561, 581, and 616.
6. Continue to evaluate and modify the March 2021 five-year comprehensive plan - with specific emphases on the District's New Construction Development Orders, facility/fleet inventory, intent to institute the ALS program, and personnel safety and training programs.
7. It is strongly recommended to initiate thorough research and meticulous planning for the construction of a second fire station in order to uphold current response times and align with the District's mission of providing efficient and effective emergency services to the community.

## Additional District Information (Future Advanced Life Support Non-Transport Plans)

In anticipation of the construction of a second fire station within the next five years, the District is gearing up to introduce a pivotal enhancement to its emergency response capabilities: the provision of Advanced Life Support (ALS) Non-Transport services. The reason for this plan is the demand for specialized medical care during critical incidents within the District's boundaries. Recognizing the imperative for timely and expert medical interventions, the District envisions a comprehensive plan to bolster its emergency medical services, aimed at improving patient outcomes and community well-being.

Central to the District's blueprint is the recruitment of highly skilled medical personnel. In order to seamlessly offer ALS Non-Transport services, the District will undertake a proactive approach by hiring paramedics who are proficient in advanced life support techniques. These paramedics will be trained and certified to administer critical interventions on-site, such as cardiac monitoring, intravenous therapy, and advanced airway management. By harnessing the expertise of these specialized medical professionals, the District is poised to elevate the quality of care provided during critical emergencies, ensuring that patients receive immediate, high-level attention.

In tandem with this recruitment effort, the District is committed to credentialing its existing personnel in basic life support (BLS) techniques. By providing the necessary training and certification, the District's firefighters will be equipped to offer essential life-saving measures until the arrival of ALS providers. This comprehensive approach to enhancing emergency medical services is designed not only to address the increasing complexity of medical incidents but also to fortify the District's ability to offer a multi-tiered response that caters to the diverse and growing needs of its community.

## LEE COUNTY MUTUAL AID AGREEMENT

Revised 06/20/2018

This Agreement is made and entered into this 10 day of December, 2018, by and between the respective parties for the purpose of providing mutual aid to each other in emergency situations, or other conditions or situations deemed to require specialized aid and/or assistance.

### WITNESS,

WHEREAS, effective and timely assistance and support is possible between the respective parties with the execution of a Mutual Aid Agreement; and,

WHEREAS, respective parties desire to enter into such an agreement for the purpose of assisting one another during times when either party is taxed beyond its capacity in an emergency, or conditions exist necessitating a request for aid and assistance; and,

WHEREAS, it is the intent of the respective parties participating in this Agreement to cooperate with each other in order to effectively provide assistance to each other in the interest of the public's health, safety and welfare; and,

WHEREAS, the use of mutual aid may result in a reduction of incurred fire losses and fire insurance rates, and an increased medical/rescue response support network, for the citizens of Lee County; and,

WHEREAS, this Agreement is not intended to replace any existing special mutual aid agreement between any two fire departments or a fire department and other emergency service agency.

WHEREAS, it is the intent of this Agreement to replace the July 8, 1996 Lee County Mutual-Aid Agreement between all fire departments in Lee County.

NOW, THEREFORE, THE PARTIES AGREE TO RENDER ASSISTANCE, UPON REQUEST, SUBJECT TO AVAILABLE RESOURCES AT THE TIME OF OCCURANCE:

1. It is understood and agreed to by the parties that no money or other compensation shall pass between them as the result of the performance of activities under the provisions of this Agreement.
2. It is understood and agreed to by the respective parties that each 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; to include any expenses for loss or damage to such equipment or materials.
3. It is understood and agreed to by the respective parties that each shall bear all liability for acts undertaken by its own personnel pursuant to performance under the terms of this Agreement.
4. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such personnel or agents of the respective parties when performing their respective functions within the jurisdictional limits of their respective public agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties outside the jurisdictional limits of their agency


- under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer and auxiliary employees.
5. The resources or facilities that are assigned by the assisting party shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the party requesting assistance. Upon response to a call for assistance, the assisting party shall notify via dispatch, the unit that is responding and the number of personnel on board. This information shall be relayed to the command officer of the supervising agency by the dispatch center.
  6. The Lee County Port Authority's Aircraft Rescue and Fire Fighting Department will provide the following specific mutual aid in return for the remaining parties providing mutual aid to the Port Authority as requested in major emergency operations. The Port Authority shall provide automatic first alarm technical assistance response to any aircraft crashes that occur within the respective parties' jurisdictional response area. This response shall be for the purpose of assisting the respective parties with specialized knowledge of aircraft crash management and the coordination with appropriate Airport and Federal agencies. The Port Authority will further provide a crash truck response, when available and appropriate to major airline crashes or a general aviation aircraft crash. Upon request, the Port Authority will provide equipment and supplies, as available, to major flammable liquid spills or fires within the respective parties' jurisdictional area. This response is not intended to conflict with the Lee County hazardous materials contractor operations.
  7. This Agreement shall take after all signed parties below and shall continue until cancelled by any party, as to that party only, upon thirty (30) days advance written notice to all parties.

The parties hereto have caused this Agreement to be accepted and ratified by the signatures of their respective duly authorized officers as set forth below.

Date: 9-10-18

ALVA FIRE & RESCUE DISTRICT  
 2660 Styles Road  
 Alva, FL 33920  
 By:   
 Fire Chief

Date: 8/15/18

BAYSHORE FIRE PROTECTION &  
 RESCUE SERVICE DISTRICT  
 17350 Nalle Rd.  
 N. Ft. Myers, FL 33917  
 By:   
 Fire Chief

Date: 8/15/18

BOCA GRANDE FIRE DEPARTMENT  
 P.O. Box 532  
 Boca Grande, FL 33921  
 By:   
 Fire Chief

BONITA SPRINGS FIRE CONTROL &

Date: 8/25/18

RESCUE DISTRICT  
27701 Bonita Grande Dr.  
Bonita Springs, FL 34135

By: [Signature]  
Fire Chief

Date: 12/4/18

CITY OF CAPE CORAL FIRE DEPARTMENT  
P.O. Box 150027  
Cape Coral, FL 33915

By: [Signature]  
Fire Chief

Date: 8/15/18

CAPTIVA ISLAND FIRE CONTROL DISTRICT  
P.O. Box 477  
Captiva, FL 33924

By: [Signature]  
Fire Chief

Date: 8/15/2018

CITY OF FORT MYERS FIRE DEPARTMENT  
2033 Jackson St.  
Fort Myers, FL 33901

By: [Signature]  
Fire Chief

Date: 8/15/18

ESTERO FIRE PROTECTION  
& RESCUE SERVICE DISTRICT  
21500 Three Oaks Parkway  
Estero, FL 33928

By: [Signature]  
Fire Chief

Date: 8.15.2018

FORT MYERS BEACH FIRE CONTROL DISTRICT  
P.O. Box 2880  
Ft. Myers Beach, FL 33932

By: [Signature]  
Fire Chief

Date: 8.15.18.

FORT MYERS SHORES FIRE &  
RESCUE CONTROL DISTRICT  
12345 Palm Beach Blvd.  
Ft. Myers, FL 33905

By: [Signature]  
Fire Chief

Date: 8/10/2018

IONA MCGREGOR FIRE DISTRICT  
6061 South Pointe Blvd.  
Ft. Myers, FL 33919

By: [Signature]  
Fire Chief

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

LEE COUNTY PORT AUTHORITY  
AIRCRAFT RESCUE & FIRE FIGHTING  
11000 Terminal Access Rd., Ste. 8671  
Ft. Myers, FL 33913

By: [Signature]  
Fire Chief

Date: 8/15/18

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT  
636 Thomas Sherwin Avenue South  
Lehigh Acres, FL 33974

By: [Signature]  
Fire Chief

Date: 9-25-18

MATLACHA - PINE ISLAND  
FIRE CONTROL DISTRICT  
5700 Pine Island Rd.  
Bokeelia, FL 33922

By: [Signature]  
Fire Chief

Date: 8/15/18

NORTH FORT MYERS FIRE CONTROL  
& RESCUE DISTRICT  
P.O. Box 3507  
N. Ft. Myers, FL 33918

By: [Signature]  
Fire Chief

Date: 9-5-18

SAN CARLOS PARK FIRE PROTECTION  
& RESCUE SERVICE DISTRICT  
19591 Ben Hill Griffin Pkwy.  
Ft. Myers, FL 33913

By: [Signature]  
Fire Chief

Date: 8-15-18

SANIBEL FIRE & RESCUE DISTRICT  
2351 Palm Ridge Rd.  
Sanibel, FL 33957

By: [Signature]  
Fire Chief

Date: 8/10/18

SOUTH TRAIL FIRE PROTECTION  
& RESCUE SERVICE DISTRICT  
5531 Halifax Ave.  
Ft. Myers, FL 33912  
By: [Signature]  
Fire Chief

Date: 8/15/18

TICE FIRE & RESCUE DISTRICT  
9351 Workmen Way  
Ft. Myers, FL 33905  
By: [Signature]  
Fire Chief

Date: 9-5-2018

UPPER CAPTIVA FIRE & RESCUE DISTRICT  
P.O. Box 322  
Pineland, FL 33945  
By: [Signature]  
Fire Chief

Date: 9-5-18

USEPPA ISLAND FIRE RESCUE  
P.O. Box 640  
Bokeelia, FL 33932  
By: [Signature]  
Fire Chief

## AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY FIRST RESPONDER AGENCIES

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs' normal service area to provide for more efficient dispatch of first responders; and

**WHEREAS**, in response to the Commission's recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

**WHEREAS**, Section 365.179, Florida Statutes, requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies ("Agency" or collectively "Agencies") within the county which provides for inter-agency communications as required under this law.

**NOW, THEREFORE**, in consideration of the foregoing, the Agencies agree as follows:

### **Article 1. Purpose and Incorporation of Recitals**

The above provisions are incorporated herein as if fully restated. This Agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

### **Article 2. Definitions**

- A. "9-1-1 public safety answering point" or "PSAP" means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.
- B. "First responder agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical



**AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
FIRST RESPONDER AGENCIES**

services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public safety answering point receives 9-1-1 calls. See list of Lee County First Responder Agencies, attached and incorporated herein as **Exhibit A**.

- C. "Public safety emergency" or "event" for purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

**Article 3. Each Agency agrees that:**

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of an Agency for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 must be capable of immediately broadcasting all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the first responders and dispatchers with jurisdiction over the service area where the event is occurring.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional 9-1-1 calls to the primary PSAP.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each Agency, and/or PSAP shall be responsible for training their respective personnel.

## **AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY FIRST RESPONDER AGENCIES**

### **Article 4. Effective Date and Term of Agreement**

This Agreement shall take effect upon execution and acceptance by the last signing agency and shall be in effect until January 1, 2025. Upon expiration, and unless 180 days of advance written notice of intent not to renew is provided to the Lee County Sheriff's Office, this Agreement shall be subject to automatic renewal in three (3) year increments. Participation, compliance, and cooperation with this Interlocal Agreement is required by and pursuant to the applicable Florida Law referenced in the introductory provisions of this Agreement.

### **Article 5. Liability**

Each Agency shall be liable for its own actions and negligence and each Agency agrees to assume responsibility for the acts, omissions, or conduct of that agency's own employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third Agencies in any matter, whether arising out of this Agreement or any other contract. The Parties agree that, by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights and defenses under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations of this Agreement. In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.

### **Article 6. Non-Discrimination**

The Agencies shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

### **Article 7. Relationship of the Agencies**

Except as set forth herein, no Agency to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other Agency and nothing in this Agreement shall be deemed to constitute any Agency a partner, agent, or local representative of any other Agency or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Agencies.

**AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
FIRST RESPONDER AGENCIES**

**Article 8. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

**Article 9. No Third Agency Beneficiaries**

This Agreement and the provisions hereof are for the exclusive benefit of the Agencies hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

**Article 10. Severability**

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

**Article 11. Amendments to this Agreement**

Any amendments to this Agreement shall be by written instrument executed by all Agencies.

**Article 12. Assignment; Binding Agreement**

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Agencies. This Agreement shall be binding upon and inure to the benefit of the Agencies hereto and their respective successors.

**Article 13. Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to any conflict of law principles. Venue shall lie exclusively in Lee County, Florida.

**Article 14. Entirety of Agreement**

The Agencies agree that this Agreement sets forth the entire agreement between the Agencies, and that there are no promises or understandings other than those stated herein.

**Article 15. Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.



# Bayshore Fire Protection and Rescue Service District

17350 Nalle Road, North Fort Myers, Florida 33917

Business: 239-543-3443 Fax: 239-543-7075

*"Serving With Pride"*

## AUTOMATIC & MUTUAL AID RESPONSES WITH BAYSHORE FIRE RESUCE and TICE FIRE RESCUE

### STRUCTURE FIRES

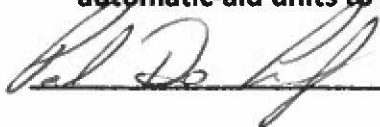
1. Bayshore Fire Rescue will respond a Tender Automatic to all reported structure fires on Orange River Blvd. from Staley Road east including Staley Road North and South to the Tice District line east, and all road north and south to the Tice District lines.
2. Tice Fire Rescue will respond a Ladder Company Automatic to reports of Commercial Structure Fires within the Bayshore Fire District at the following locations.
  - Baypoint Yacht and Racquet Club (Baypoint Blvd.)
  - Bayshore I-75 Industrial Park (East Street)
3. Bayshore Fire Rescue and Tice Fire Rescue will respond mutual-aid to any other locations within each respective District based upon request.

### ALL OTHER CALLS

4. Bayshore Fire Rescue and Tice Fire Rescue will respond automatic dual response to incidents on I-75 from Palm Beach Blvd. to Bayshore Road both North and South on the Interstate.

### COMMAND STAFF

1. If available, a Chief Officer from a neighboring department will respond with the automatic-aid units to assist with Command and Control.

  
\_\_\_\_\_

Tice Fire Rescue, Chief Dearmond

4-12-10

Date

  
\_\_\_\_\_

Bayshore Fire Control and Rescue – Chief Nisbet

4-12-10

Date


## Automatic and Mutual Aid Response

### North Fort Myers Fire Control and Bayshore Fire Districts

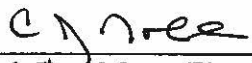
1. North Engine 3 will respond with Bayshore to all structure fires in Bayshore's district to Highway 31. If further assistance is needed, Bayshore Command will contact Lee Control for additional resources from North.
2. A Bayshore engine will automatically respond with North on all structural fires in North's District West to Brewer Road, and all roads both north and south of Bayshore Road to the District lines.
3. Due to inadequate water supply in certain areas of North Fort Myers Fire Control District, an automatic response of Bayshore's tender will be required for all structural fires in the following areas:
  - a. Slater Road North of Del Prado Extension up to Nalle Grade Road
  - b. West of Slater Road/Nalle Grade (Huber Road and Lan Shell Drive)
  - c. Donald Road, east of Jones Road (Yacht Club Colony)
4. If a commercial structure fire is involved, Bayshore will respond to any area east of Business 41.
5. Bayshore will automatically respond to all fire related incidents within the I-75 industrial park with North Fort Myers, and will handle any medical incidents when North Station 3 units are not available.
6. Bayshore will stand by at North's Station 3 for any other structure fires within the district. It will be North Command's responsibility to request the stand-by unit respond to the incident if needed.

#### Unavailable Situations

1. If North Station 3 is unavailable for calls in their district east of Brewer Road and including Slater Road to the north of Bayshore Road, and Coon Road to the south of Bayshore Road, there will be a dual response from Bayshore Fire and North Fort Myers.
2. If Bayshore Fire is unavailable for calls within their district, North Station 3 will respond up to Highway 31.

  
Bayshore Fire Control and Rescue Service  
District, Chief Larry Nisbet

04/09/2012  
Date

  
North Fort Myers Fire Control and Rescue  
District, Chief Chris Noble

4/9/2012  
Date



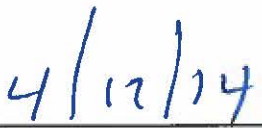
**Memorandum of Understanding**

**Automatic Response Aid Agreement**

This Memorandum of Understanding is between the **Bonita Springs Fire Control and Rescue District and Bayshore Fire and Rescue District**. The intent of this agreement is to provide for the automatic dispatch and response of the closest appropriate emergency unit to a Fire, Emergency Medical, or Special Operations incident regardless of District boundary and to provide for an increased workforce to support each organization's mitigation of a Fire, Special Operations, or Emergency Medical incidents up to and including Advanced Life Support if necessary. It shall be understood that no monies or other compensation shall pass from Department to Department, and each Department shall be responsible for its own liability insurance, equipment, personnel and all other items used in the performance of the said agreement and response.

This agreement will codify this operational procedure that is already in place and will continue without expiration until either party withdraws from this agreement. Withdrawal from this agreement will require a written 60 day notice to the other District of the intent to cancel.

BY:   
\_\_\_\_\_  
Lawrence Nisbet, Fire Chief  
Bayshore Fire & Rescue

  
\_\_\_\_\_  
Date

BY:   
\_\_\_\_\_  
Joseph V. Daigle, Fire Chief  
Bonita Springs Fire Control & Rescue

  
\_\_\_\_\_  
Date

AUTOMATIC MUTUAL AID RESPONSE GUIDELINE  
BAYSHORE FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
ALVA FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
AND  
FORT MYERS SHORES FIRE PROTECTION AND RESCUE SERVICE DISTRICT

**STRUCTURE FIRES:**

1. Bayshore Fire Protection and Rescue Service District will respond automatic mutual aid to all reported structure fires on North River Road in the Alva Fire Protection and Rescue Service District from North Olga Road to the Caloosahatchee Regional Park.
2. Fort Myers Shores Fire Protection and Rescue Service District will respond automatic mutual aid to all reported structure fires from Palm Creek, and east on North River Road to North Olga Road including Dukes Highway. Alva Fire Protection and Rescue Service District will automatically respond a tender on North River Road.
3. Bayshore Fire Protection and Rescue Service District will respond an engine to all structure fires within Fort Myers Shores Fire Protection and Rescue Service District. Bayshore Fire Protection and Rescue Service District will respond to all structure fires east of South Olga Drive with an engine and a tender.

**ALL OTHER CALLS FOR SERVICE:**


4. If Alva Fire Protection and Rescue Service District is unavailable to respond to calls for service, Bayshore Fire Protection and Rescue Service District will respond to their calls for service up to the Caloosahatchee Regional Park. If it is a report of a fire, Fort Myers Shores Fire Protection and Rescue Service District will also respond as well.
5. If Bayshore Fire Protection and Rescue Service District is unavailable to respond to calls for service, Fort Myers Shores Fire Protection and Rescue Service District will respond to their calls up to Palm Creek Drive and east to North River Road to North Olga Road. If it is a reported fire, Alva Fire Protection and Rescue Service District will respond as well.

**COMMAND STAFF:**


6. If available, a Chief Officer from one of the responding automatic mutual aid Districts will respond with the automatic mutual aid units to assist with Command and Control.

  
\_\_\_\_\_  
Alva Fire Protection and Rescue Service District  
Chief Kuhn

8-10-21  
Date

  
\_\_\_\_\_  
Bayshore Fire Protection and Rescue Service District  
Chief Underwood

8/11/21  
Date

  
\_\_\_\_\_  
Fort Myers Shores Fire Protection and Rescue Service District  
Chief Dowaliby

8/12/21  
Date

APPENDIX 2  
DISTRICT MAP

